

A G E N D A

City Council Meeting

Monday, August 19, 2019 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Daren Russell, Chapel in the Gardens Presbyterian Church**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation: Recognition of Police Officer Anthony Desarden as the Officer of the 3rd Quarter**

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

➤ **RECEIVE FORMAL PUBLIC COMMENT**

➤ **CONDUCT PUBLIC HEARINGS**

➤ **Public Hearings**

- **PC1923, Zoning Ordinance Text Amendment:** Receipt of public comment on an ordinance to amend the zoning ordinance of Garden City for the purpose of amending Paragraph 83 of Section 90-47(b) to permit business establishments selling building, heating, plumbing, electrical, and related supplies and materials, to operate in all mixed use zoning districts located within the City with the approval of the Board of Zoning Appeals.

➤ **Approval of City Council Minutes**

- **Consideration of City Council Minutes (7/15/19), Workshop Synopsis (7/22/19) and Workshop Synopsis (8/12/10)**

➤ **Staff Reports**

- **Receive Monthly Departmental Report from Director of Human Resources**
- **Receive Monthly Departmental Report from Director of Information Technology**
- **Receive Monthly Departmental Report from Director of Parks & Recreation**
- **Receive Monthly Departmental Report from Director of Planning**
- **Receive Monthly Departmental Report from Director of Public Works**
- **Receive Monthly Departmental Report from Chief of Police**
- **Receive Monthly Departmental Report from Fire Chief**

➤ City Manager's Updates & Announcements

➤ ITEMS FOR CONSIDERATION

- **Resolution, CVB Southern Roots & Music Fest:** A resolution by the Mayor and Council to qualify the Southern Roots & Music Fest for the exception under Garden City Code Section 6-4(c) to the prohibition of possessing alcoholic beverages on City property, and for the exception under the Official Code of Georgia Annotated to the prohibition of firework displays on public properties.
- **Resolution, GCFD AEDs Proposal:** A resolution by the Mayor and Council to accept the proposal of Forever Young AEDS to sell to the City four (4) AEDS and four (4) pediatric pads for a total price of \$6,080.00, and to authorize the City Manager to sign the purchase contract for the AEDS.
- **Resolution, 2020-2025 SPLOST VII Cycle Intergovernmental Agreement:** A resolution by the Mayor and Council to accept the intergovernmental agreement proposed by Chatham County for the extension of SPLOST for six years, starting in 2020.
- **Resolution, 2020 Census Chatham County Complete Count Committee:** A resolution by the Mayor and Council in support of the 2020 U.S. Census Community Action Plan of Chatham County and to participate in the plan implementation at a cost to the City of \$2,313.50.
- **Resolution, Federal Aviation Administration Lease Renewal:** A resolution to renew the lease between the Federal Aviation Administration and Garden City, Georgia, for a 400-square foot parcel on Big Hill Road in Garden City for use as a tower site to operate a Low Level Windshear Alert System.
- **Resolution, GCPD Records Management System Agreement:** A resolution authorizing the City of Garden City to authorize a license agreement with Synergistic Software, Inc., (SSI) to purchase public safety software for the Garden City Police Department.
- **Resolution, Herty Advanced Materials Development Center Sewer Agreement:** A resolution to authorize the City Manager to execute, on the behalf of the City, an agreement with Herty Advanced Materials Development Center (AMDC) setting forth the terms and conditions for the City's receipt, treatment, and disposal of Herty AMDC's pre-treated waste materials.
- **Resolution, City Hall A/C Unit Replacement Bid Award:** A resolution to accept the low bid of Coastal Air Technologies, Inc., for the purchase and installation of an air handler unit to replace the City's current inoperable unit located at City Hall for the price of \$72,450.00; and to authorize the City Manager to execute the purchase contract.
- **Resolution, Isolation Valve Installation Bid Award:** A resolution to authorize the City Manager to execute, on the behalf of the City, a contract with D&R Utility Construction for the purchase and installation of three (3) specialized 6-inch "Inserta Valves" and (1) specialized 10-inch "Inserta Valve" for the price of \$24,980.40, with the provision set forth therein to address any legitimate change orders or work plan modifications which may arise due to unforeseen/unanticipated field conditions.

- **Resolution, Water Pollution Control Plant Headworks Improvements:** A resolution authorizing the City to engage the services of Brennan Jones Engineering Associates for the provisions of engineering services in connection with the replacing of the existing drum screen headworks equipment at the City's Water Pollution Control Plant; and to authorize the City Manager to execute a work order for such services.
- **Resolution, Third Street/Highway 80 Pump Station Upgrade:** A resolution authorizing the City to engage the services of Brennan Jones Engineering Associates for the provision of engineering services in connection with the upgrade of the City's Third Street/Highway 80 pump station equipment; and to authorize the City Manager to execute a work order for such services.

➤ **ADJOURN**



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

Building Permit #: _____
PIN #: _____

PLANNING COMMISSION APPLICATION

Date Filed: 6/24/2019 Amount Paid: TIN-749-5573 Case #: PC1923

This application, along with the appropriate application fee, is to be submitted to the **Department of Planning and Economic Development** by the 15th of each month for placement on the following month's meeting agenda. The Planning Commission meets the second Tuesday of each month. The applicant will be notified when the meeting is scheduled by certified letter.

Applications may only be pulled up until one week prior to the scheduled meeting. No refunds of any application costs will be issued. No exceptions will be made.

Please fill out all of page 1, and the corresponding relevant sections on the following pages.

Type of Application:

- | | |
|---|--|
| <input type="checkbox"/> Site Plan / LDA Application | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Building / Building Permit Application | <input type="checkbox"/> Appeal / Variance |
| <input checked="" type="checkbox"/> Rezoning / Zoning Amendment | |

General Information:

Property Owner: City of Garden City Phone: 912-966-7777
Cell Phone: _____ Email: _____
Mailing Address: 100 Central Avenue Garden City, GA 31405
Property Address: N/A
PIN#: N/A Zoning District: N/A

Applicant Name (if different from above): _____ Applicant Phone (if different from above): _____
Applicant Address (if different from above): _____

If the applicant is different from the property owner, please include a letter from the property owner authorizing the applicant to act on his/her behalf.

City of Garden City
100 Central Avenue
P.O. Box 7548

Signature of Applicant: _____ Date: 6/24/2019
Garden City, Georgia 31418



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Site Plans / LDA Applications:

Please submit four (4) sets of site plans with this application.

For Building / Building Permit Application:

Please submit four (4) sets of building plans with this application.

For Rezoning / Zoning Amendments:

Denied applications cannot be refiled for six (6) months.

☒ Text: Zoning Classification to be Altered: Paragraph 83 Section: Section 90-47(b)

Specific Request:

An ordinance to amend the zoning ordinance of Garden City, Georgia as amended for the purpose of amending Paragraph 83 of Section 90-47(b) to permit business establishments selling building, heating, plumbing, electrical, and related supplies and materials to operate in all mixed use zoning districts located within the City with the approval of the Board of Zoning Appeals; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Justification for Request:

To permit business establishments engaged with selling building, heating, plumbing, electrical, and related supplies and materials to operate in all mixed use zoning districts within the City with the approval of the Board of Appeals.

Please include with this application a copy of the existing text where the change is being requested and a copy of the new requested text.

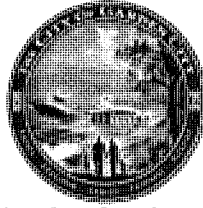
☐ Map: Zoning Classification to be Altered From: _____ To: _____

Existing Land Use:

Desired Land Use:

Justification for Request:

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.963.2735

For Subdivisions:

Please include with this application two plats of the property in question, along with corresponding maps of the adjacent property to the site, including the nearest public street with intersection (if possible).
Also include two plats with the proposed subdivision clearly and accurately marked.

For Appeals / Variance:

Appeal decisions are final with no opportunity to refile.

- ☐ Establish a use which must be approved by appeal
- ☐ Request to vary:
 - ☐ A building setback requirement
 - ☐ A lot width requirement
 - ☐ A lot area requirement
 - ☐ A landscaping requirement (subject to supplemental requirements)
 - ☐ An architectural requirement (subject to supplemental requirements)
 - ☐ Extension of a non-conforming use
 - ☐ Other – please describe:

Justification for Request:

- (83) *Building, heating, plumbing, electrical and related supplies and materials:* C-2(B), C-2A(B), C-2A(B & W), I-1, I-2. Outside storage of goods and materials shall only be permitted within accessory storage yards, which storage yards shall comply with the requirements for storage yards as set forth in this section.

ORDINANCE 2019-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GARDEN CITY, GEORGIA, AS AMENDED, FOR THE PURPOSE OF AMENDING PARAGRAPH 83 OF SECTION 90-47(b) TO PERMIT BUSINESS ESTABLISHMENTS SELLING BUILDING, HEATING, PLUMBING, ELECTRICAL, AND RELATED SUPPLIES AND MATERIALS, TO OPERATE IN ALL MIXED USE ZONING DISTRICTS LOCATED WITHIN THE CITY WITH THE APPROVAL OF THE BOARD OF ZONING APPEALS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1: Section 90-47(b), Paragraph 83, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Building, Heating, Plumbing, Electrical, and Related Supplies and Materials" is hereby amended to permit business establishments engaged with selling building, heating, plumbing, electrical, and related supplies and materials, to operate in all mixed use zoning districts located within the City with the approval of the Board of Appeals. As amended, said Paragraph 83 shall read as follows:

“(83) Building, heating, plumbing, electrical and related supplies and materials: C-2(B), C-2A(B), C-2A(B&W), I-1, I-2, M(B).”

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this ____ day of _____, 2019.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this the ____ day of _____, 2019.

DON BETHUNE, Mayor

Read first time:

Read second time and approved:

MINUTES
City Council Meeting
Monday, July 15, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Opening: Mayor Bethune gave the invocation and led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. City Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Marcia Daniel, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Councilmember Cody.

Mayor Bethune said Councilmember Cody is under weather and asked to be excused from tonight's meeting.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Clerk of Council; Pam Franklin, HR Director; Ben Brengman, IT Director; Cliff Ducey, Recreation Director; Ron Alexander, Planning Director; Benny Googe, Public Works Director; Gilbert Ballard, Chief of Police; Corbin Medeiros, Fire Chief; Jackie Jackson, Special Projects Coordinator; Scott Robider, Code Enforcement Supervisor; and Chris Snider, IT Technician.

Informal Public Comment: Mayor Bethune opened the floor to receive comment from the audience. There being no questions or comments, Mayor Bethune closed the informal public comment portion of the meeting.

Formal Public Comment: MPC staff Member Stephanie Rossi presented the CORE MPO's Metropolitan Transportation Plan.

City Council Minutes: Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted unanimously to approve the city council minutes dated 6/17/19 and the workshop synopsis dated (7/8/19).

Staff Reports:

HR Director presented the Human Resources Department's Report for the month of June.

IT Director presented the Information Technology Department's Report for the month of June.

Recreation Director presented the Parks & Recreation Department's Report for the month of June.

Planning Director presented the Planning Department's Report for the month of June.

Public Works Director presented the Public Works Department's Report for the month of June.

Chief of Police presented the Police Department's Report for the month of June.

Fire Chief presented the Fire Department's Report for the month of June.

City Manager's Updates & Announcements: City Manager said I have a GDOT meeting with Ann Purcell in Atlanta on Thursday to go over ongoing projects and funding for new projects.

Items for Consideration:

First Reading - Ordinance, Zoning Map Amendment (4912 Old Louisville Road): Clerk of Council read for the first reading the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended; to rezone 4912 Old Louisville Road, owned by Robert Aber, from its present zoning classification of “C-2” to an “I-1” zoning classification.

Upon motion by Councilmember Tice, seconded by Councilmember Kicklighter, City Council voted unanimously to approve the ordinance on the first reading.

Upon motion by Councilmember Campbell, seconded by Councilmember Kicklighter, City Council voted unanimously to suspend the rules of Council to hold the second reading of the ordinance.

Second Reading - Ordinance, Zoning Map Amendment (4912 Old Louisville Road): Clerk of Council read for the second reading the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended; to rezone 4912 Old Louisville Road, owned by Robert Aber, from its present zoning classification of “C-2” to an “I-1” zoning classification.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the ordinance on the second reading.

First Reading - Ordinance, Zoning Map Amendment (Dean Forest Road Parcels): Clerk of Council read for the first reading the heading of an ordinance to amend the zoning ordinance and map of City of Garden City, Georgia, as amended; 222 Dean Forest Road, 220 Dean Forest Road, 218 Dean Forest Road, 216 Dean Forest Road, 214 Dean Forest Road, 212 Dean Forest Road, 210 Dean Forest Road, 206 Dean Forest Road, and 204 Dean Forest Road from their present zoning classification of “C-2” to an “I-1” zoning classification.

Upon motion by Councilmember Tice, seconded by Councilmember Daniel, City Council voted unanimously to approve the ordinance on the first reading.

Upon motion by Councilmember Campbell, seconded by Councilmember Kicklighter, City Council voted unanimously to suspend the rules of Council to hold the second reading of the ordinance.

Second Reading - Ordinance, Zoning Map Amendment (Dean Forest Road Parcels): Clerk of Council read for the second reading the heading of an ordinance to amend the zoning ordinance and map of City of Garden City, Georgia, as amended; 222 Dean Forest Road, 220 Dean Forest Road, 218 Dean Forest Road, 216 Dean Forest Road, 214 Dean Forest Road, 212 Dean Forest Road, 210 Dean Forest Road, 206 Dean Forest Road, and 204 Dean Forest Road from their present zoning classification of “C-2” to an “I-1” zoning classification.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the ordinance on the second reading.

First Reading - Ordinance, Zoning Map Amendment (2614 Highway 80): Clerk of Council read for the first reading the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended; to rezone 2614 Highway 80, owned by Edward Roundtree and Judy Roundtree, from its present zoning classification of “R-1” to a “C-2” zoning classification.

Upon motion by Councilmember Ruiz, seconded by Councilmember Kicklighter, City Council voted unanimously to approve the ordinance on the first reading.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Daniel, City Council voted unanimously to suspend the rules of Council to hold the second reading of the ordinance.

Second Reading - Ordinance, Zoning Map Amendment (2614 Highway 80): Clerk of Council read for the second reading the heading of an ordinance to amend the zoning ordinance and map of Garden City, Georgia, as amended; to rezone 2614 Highway 80, owned by Edward Roundtree and Judy Roundtree, from its present zoning classification of “R-1” to a “C-2” zoning classification.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the ordinance on the first reading.

Resolution, Ad Valorem Tax Rate FY2019: Clerk of Council read the heading of a resolution by the Mayor and Council to set the ad valorem tax rate of Garden City for fiscal year 2019.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Resolution, Old Biscuit Hill ROW Quitclaim Deed: Clerk of Council read the heading of a resolution by the Mayor and Council to authorize the City Manager to execute a quitclaim deed on behalf of Garden City to quitclaim to Centerpoint Garden City, LLC, whatever interest the City holds in the western and eastern halves of the Biscuit Hill Road parcel abutting its property in return for the offered amounts.

Upon motion by Councilmember Campbell, seconded by Councilmember Kicklighter, City Council voted unanimously to adopt the resolution.

Resolution, Coastal Prison MOU: Clerk of Council read the heading of a resolution authorizing the City of Garden City to enter into an emergency plan agreement with the Coastal State Prison for the provision of support services, equipment and manpower; to authorize the City Manager to execute the agreement.

Upon motion by Councilmember Ruiz, seconded by Councilmember Tice, City Council voted unanimously to adopt the resolution.

Resolution, GCFD Truck Mobile Radios & Base Station Radios Proposal: Clerk of Council read the heading of a resolution by the Mayor and City Council to accept the proposal of Savannah Communications Inc., to sell the City seven (7) Motorola brand mobile radios and two (2) Motorola brand base station radios for the amount of \$53,988.25; to authorize the City Manager to execute the purchase agreement or purchase order for the radios.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted unanimously to adopt the resolution.

Resolution, Surplus Vehicles: Clerk of Council read the heading a resolution to classify as surplus property certain city vehicles due to their excessive mileage and/or multiple mechanical issues; to authorize the City to dispose of those vehicles which are still operational at auction, and to dispose of the remaining vehicles which are out of service by using the same for spare parts on other city vehicles and selling the balance of the vehicle as scrap metal.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Adjournment: Upon motion by Councilmember Campbell, seconded by Councilmember Ruiz, City Council unanimously adjourned the meeting at 6:43 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 8/19/19

SYNOPSIS
City Council Workshop
Monday, July 22, 2019 – 5:30 p.m.

Call to Order: Mayor Bethune called the workshop to order and gave the invocation.

Attendees: Mayor Bethune presided. City Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel; Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Jackie Jackson, Special Projects Coordinator; Cliff Ducey, Recreation Director; Gil Ballard, Chief of Police; Kurt Lewis, Assistant Fire Chief; Scott Robider, Code Enforcement Supervisor; and Joe Papp, Captain GCPD.

Visitors: Chatham County Housing Coalition Members Jeff Cole, Harold Tessendorf, and Julie Wade

Chatham County Housing Coalition: Mr. Jeff Cole presented an overview of the Chatham County Housing Coalition mission to increase the supply of affordable housing in Savannah and Chatham County. We our goal is to work with the community to help identify and implement strategies to solve the housing challenges in our area. We look forward to working with Garden City on its endeavors to help retain and improve existing housing and develop new housing affordable to those in need in Garden City.

2020-2025 SPLOST Cycle Update: City Manager said we are pleased with the City's \$10 million dollar SPLOST allocation. If the County considers doing a SPLOST cycle for six years instead of five years, then our allocation could reduce to \$8.3 million instead of \$10 million. We have time to wait to see what happens before you all consider adoption of the agreement at the August 19th council meeting.

Highway 80 Recreation Complex Update: Special Projects Coordinator presented a summary of the process and findings thus far on the proposed Multipurpose Recreation Fields for the City's property on Highway 80. She said 84.78% of the 96 responses indicated that they are in favor of Garden City developing the multipurpose recreation fields on Highway 80. Concept B received the highest number of votes in comparison to the other two concept designs. She said staff needs to know if you want to continue moving forward on the project.

Councilmember Kicklighter said my concern is, where is the money coming from? We have to be able to afford it after it's built. City Manager said we would utilize future SPLOST funds but that we would have to do a cash flow analysis to determine the construction schedule.

City Manager said the County is voting this week to move forward on the 2020-2025 SPLOST projects. We need to have your consensus on the recreation complex project, because 40% of our total SPLOST allocation goes toward recreation.

Councilmember Daniel asked if there was any possibility of the City acquiring the Gould School building. City Manager said we have to be mindful of such an action because Gould is an old school building which would result in a lot of expense to maintain it. I think a single small community center type building would be much more cost effective.

Councilmember Tice asked the Chief of Police if it would more feasible to have parking in back instead of the front at the new recreation complex. Chief of Police said the plan for the new recreation complex is still in the conceptual stage so I haven't been involved so far.

Councilmember Campbell said where are we going to house the recreation staff once the Gym is gone? City Manager said the City would be talking with the school board about shared gym facilities in the future.

Councilmember Campbell said what about the Mercer school building. City Manager said the gym part of the building would be good for our recreation needs, but I'm not sure what we would do with the rest of the school building.

After a brief discussion, the consensus of City Council was for staff to continue moving forward on the Highway 80 Recreation Complex and to commence meeting with the design consultants to discuss the options in more detail on a final design to present to Council for consideration.

2020 Census – Chatham County Complete Count Committee: City Manager said as you know, we struggled last Census getting people to be counted. The County has stepped collaboration with the local governments to establish a Complete Count Committee comprised of community leaders to help maximize participation in the 2020 Census. They are asking us to participate by designating a community liaison for sub-committee work and ensure consistent communication between the Committee and City. The cost to participate is around \$2,500 and we would have access to all the same resources. With everything going on in the news, people will probably be even more nervous.

Special Projects Coordinator said we need to get your approval to move forward. I've already been talking with Tara Jennings on the communication plan. There will be a meeting to help get the word out and we will work with the team to get the word out more aggressively as things progress.

After a brief discussion, City Council recommended staff place the agreement on the August 19th council agenda for formal consideration.

FY2019 Mid-Year Revenue & Expenditures Report: Finance Director said all of the funds are operating as expected. No mid-year budget amendment is needed at this time. The City's cash is showing a positive trend as expected. Finance Director asked if there were any questions on the report. There being no questions, City Council accepted the mid-year report as presented.

Mayor's Updates: Mayor Bethune said Scott Robider spoke at the Center. He talked about the trains, speeding, and the gas lines being replaced. He said Scott did a real good job. He's doing a good job on code issues, because there were no questions or complaints.

City Manager's Updates:

GDOT Meeting Update: City Manager gave an update on his meeting with GDOT. He said they are very happy with the steps we are taking in the Highway 21 school zone. They are planning to help us out with the intersection for the new Groves complex. Jim and I are working with the developer on getting the land acquired for DOT for the Highway 307 and Prosperity Drive intersection improvements. We need the state's help on street paving maintenance due to the truck traffic going in and out of the Ports. GDOT would like us to talk to the Freight Committee Group in September to let them know the challenges that

we face as a small City, because the amount of warehousing that we have is not typical for a community our size. We need to let them know the challenges that we face.

Chatham Villa Update: City Manager said a couple of months ago we hired a company to do survey work in the Chatham Villa neighborhood. They have identified some of the remedies and we now need to get with the engineer to create final plans in order to get bids.

Councilmember Kicklighter said what are you doing in Chatham Villa? City Manager said we are looking at making improvements to the Jasper intersection and on Chatham Villa and Byck to help alleviate the drainage issues.

City Manager said they have come up with some cost effective improvements and the engineer's fee to complete the required design work will be about \$12,000.

After a brief discussion, City Council recommended staff move forward with getting the engineer to create the final plans so that the City can secure construction bids.

Councilmember Cody said I have been getting compliments about Leon Village paving. City Manager said that is good to hear but that there are still some little things to do before it is completely finished.

Councilmember Cody said I received a text from the basketball coach thanking us for what we did to help the kids on their Atlanta trip.

Chief of Police said DOT is looking at the timing of the turn signal at Highway 21 and Smith Avenue. I don't know if there is much that can be done, but they are looking at it. He said you will start to see the new radar trailer in the old section of Garden City.

Councilmember Tice said the officers are doing a good job monitoring the traffic on Smith Avenue since Highway 25 was shut down.

Special Projects Coordinator said I want to remind everyone that the information is on the website about the trains. Just direct them to the website.

Special Projects Coordinator said Jim and I have been drafting a resolution for the City to grant the CVB permission for fireworks at their event on August 24th out front of City Hall. Also, they would like permission to be able to serve beer and wine at the event. She said the resolution is scheduled to go before you at the August 19th council meeting for consideration.

Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 8/19/19

SYNOPSIS
City Council Workshop
Monday, August 12, 2019 – 5:30 p.m.

Call to Order: Mayor Bethune called the workshop to order at 5:30 p.m. and gave the invocation.

Attendees:

Members: Mayor Bethune presided. Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Debbie Ruiz and Councilmember Kim Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Ron Alexander, Planning Director; Gil Ballard, Chief of Police; Corbin Medeiros, Fire Chief and Scott Robider, Code Enforcement Supervisor. Absent: Jackie Jackson, Special Projects Coordinator.

BOA/Planning Commission 8/13/19 Meeting Agenda: City Manager and Planning Director provided an overview of the three cases scheduled to go before the Planning Commission on August 13th. The zoning text amendment will go before City Council for public hearing on August 19th. City Manager said zoning text amendment is to clean up inconsistencies in the ordinance as it relates to allowable uses in the Mixed Use District.

City Hall A/C Unit Replacement: City Manager presented an overview of the contractor bids submitted for the replacement of the City Hall South A/C unit. The low bid was submitted by Coastal Air TEC in the amount of \$72,450, which is below the budget figure of \$80,000 for this project.

After a brief discussion, City Council recommended staff move forward with placing the item for formal consideration on the August 19th council agenda.

Isolation Valve Installation: City Manager said staff recommends contracting with DNR Utility Construction to install four Inserta-valves at four locations including Minus Avenue, Aviation Court, Big Hill Road, and Rommel Avenue. Given that this is a highly specialized project, DNR possesses the capabilities and equipment to successfully perform the work based on their past work on similar projects. DNR provided an “Estimated Budgetary Amount to install three 6-inch inserta-valves and one 10-inch inserta-valve” of \$24,980.40 and a note that additional costs could be incurred depending on the actual conditions of the water main once it has been exposed and inspected.

After a brief discussion, City Council recommended staff move forward with placing the item for formal consideration on the August 19th council agenda.

GCPD Records Management System: Chief Ballard said right now we are working with an unsupported software system that is over 20 years old. We’ve got to the point that we need to implement a new records management system. The cities of Pooler, Port Wentworth, Thunderbolt, and Bloomingdale contract with Synergistic Software, Inc. (SSI) for their software services. The upfront costs for this year would be \$12,000, which is due upon contract execution. This wasn’t budgeted for this year, but due to the urgent need, we are requesting to move forward with contracting with SSI for our software needs.

Councilmember Ruiz asked Chief Ballard, how old is the department's current system? Chief Ballard replied, it's approximately twenty-five years.

After a brief discussion, City Council recommended staff move forward with placing the item for formal consideration on the August 19th council agenda.

CVB Southern Roots & Music Fest: City Manager said this resolution is to authorize the sale and consumption of malt beverages and a fireworks display on City property during the August 24 event.

Councilmember Ruiz asked if there will be police at the event. Chief Ballard said that all available officers will be on duty for the event and we will have extra officers from Pooler assist. We also will have an observation deck for the event.

Federal Aviation Administration (FAA) Lease Renewal: City Manager said this resolution is to authorize the renewal of the lease between the FAA and the City for a 400-square foot parcel on Big Hill Road for use as a tower site to operate a Low-Level Windshear Weather Alert System.

After a brief discussion, City Council recommended staff move forward with placing the item for formal consideration on the August 19th council agenda.

Old Business Items for Consideration – City Council Meeting 8/19/19: City Manager provided an overview of the following items previously discussed at the July 26th workshop, which are scheduled for formal consideration by City Council at the August 19th council meeting.

- Resolution to accept the proposal from Forever Young AEDS to sell to the Fire Department four AEDS and four pediatric pads for its First Responder Program.
- Resolution to accept the Intergovernmental Agreement (IGA) proposed by Chatham County for the extension of SPLOST VII for six years, starting in 2020.
- Resolution in support of the 2020 Census Community Action Plan of Chatham County.

After a brief discussion, City Council recommended staff move forward with placing the items on for formal consideration on the August 19th council agenda.

City Manager's Updates:

Herty-Georgia Southern University Sewer Agreement: City Manager provided an overview of the latest Sewer Use Agreement between the City and Herty. The sewer tap fee amount for the requested increase in discharge to 200,000 GPD is \$325,650 and is payable upon the execution of the Agreement, which will go into the water/sewer capital fund. Herty also wants to begin negotiations to increase the discharge to 300,000 GPD which will result in an additional \$325,650 in the future if agreed upon. The City is also seeking to collect past charges/fees from Herty related to their operations. The collected funds can be put toward upgrades the City Wastewater Treatment Plant (WWTP).

After a brief discussion, City Council recommended staff move forward with placing the item for formal consideration on the August 19th council agenda.

Water Operations Design Projects: City Manager presented engineering proposals from Brennan Jones Engineering Associates (BJEA) to provide engineering services for the WWTP Headworks Improvements Project and the Third Street / Highway 80 Pump Station Upgrade Project. These are budgeted FY2019 water operations projects that have been prioritized for action by the City.

After a brief discussion, City Council recommended staff move forward with placing the item for formal consideration on the August 19th council agenda.

Transportation Funding for City Projects: City Manager provided City Council a memo from his meeting with GDOT on July 18, 2019 and an update on the City's future transportation project funding needs that were discussed GDOT staff. He said that GDOT seems willing to assist the City with State funding but it was suggested that the City also seek out other possible funding sources such as Federal money. City Manager said that he has begun to explore the Federal funding options through the Metropolitan Planning Organization (MPO) and by getting consulting assistance from the former County Engineer (Leon Davenport) who is now working for Thunderbolt Consultants LLC and who has experience with securing transportation funding.

Mayor's Updates: Mayor Bethune said there are about seventeen new houses going in the Oak Subdivision. He said we need to try to find out what the Developer plans to do about the private roads.

Mayor Bethune said it was my understanding that there may be an arrangement in place between the Developer and Garland Saunders about road repairs. City Manager asked the Planning Director to check into it and get back to him.

Mayor Bethune said I got an update today from Charlie Roberts on the Town Center apartments. The construction work is getting ready to kick off behind City Hall in early September.

City Manager said the HR Director heard back from GMEBS and our insurance rates are going up basically 0% which is great news. Mayor Bethune said when we have zero increase in our benefit rates this means we can do more for the employees.

Scott Robider provided an update on the school construction meetings. He said we saw three proposals today and all would do well on the project.

Adjournment: There being no further items for discussion, City Council unanimously adjourned the workshop at 6:17 p.m.

Transcribed & submitted by: Rhonda Ferrell Bowles, Clerk of Council
Accepted & approved by: City Council 8/19/19

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** August 19, 2019

SUBJECT: Human Resources Department Report for July 2019

Report in Brief

Attached is the Human Resources Department's Month End Report.

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Attachment(s)

Human Resources Department / Month End Report

Recruitment/Positions filled

The City continues ongoing recruitment for Police Officer and/or Police Officer Recruit and Part-time Firefighters.

New Hires

The City welcomes Police Officer Derrien Williams.

Employment Terminations

One employee separated from employment during the month.

City Employment

The City's full-time employee count is 105.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.

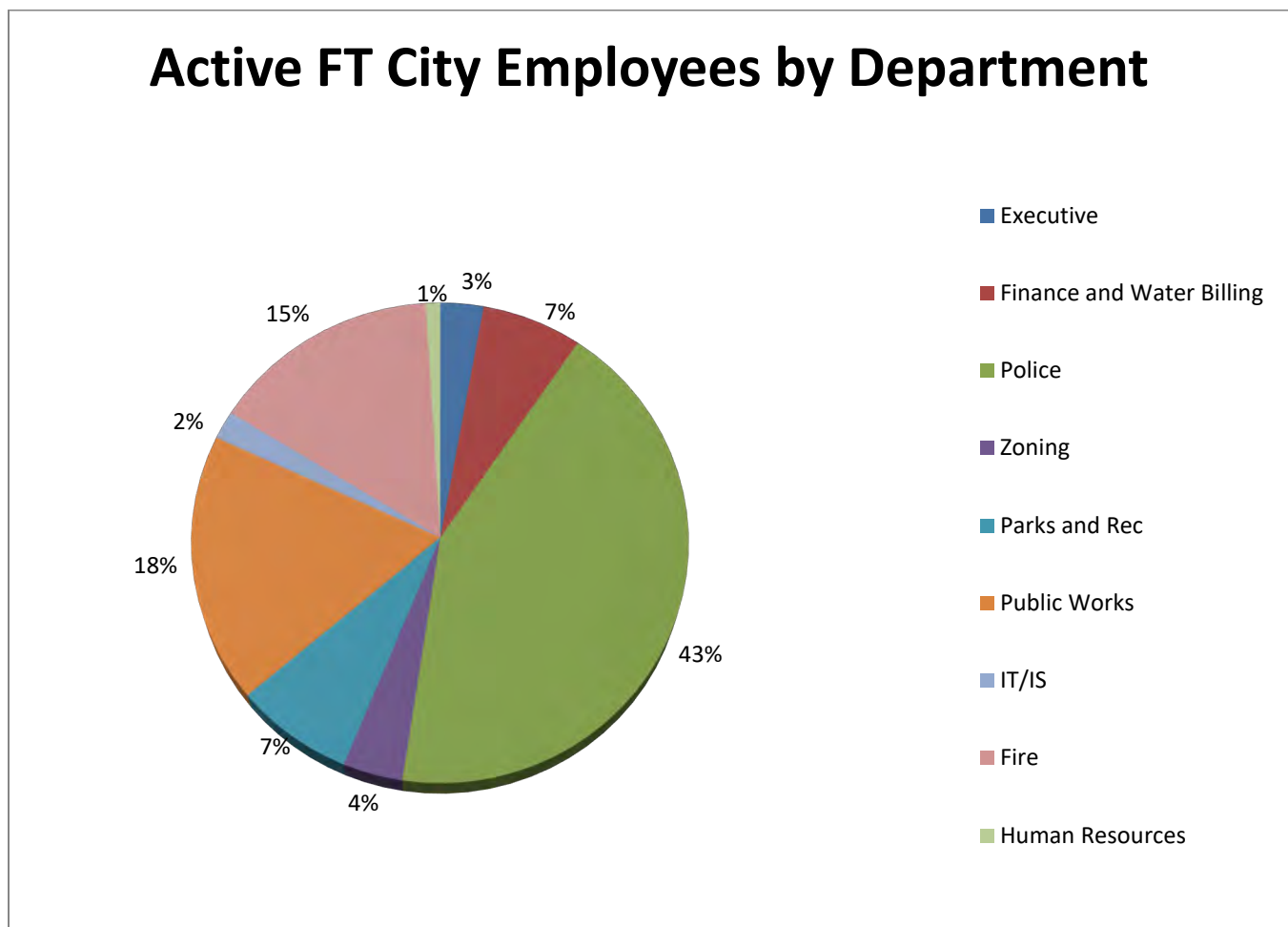


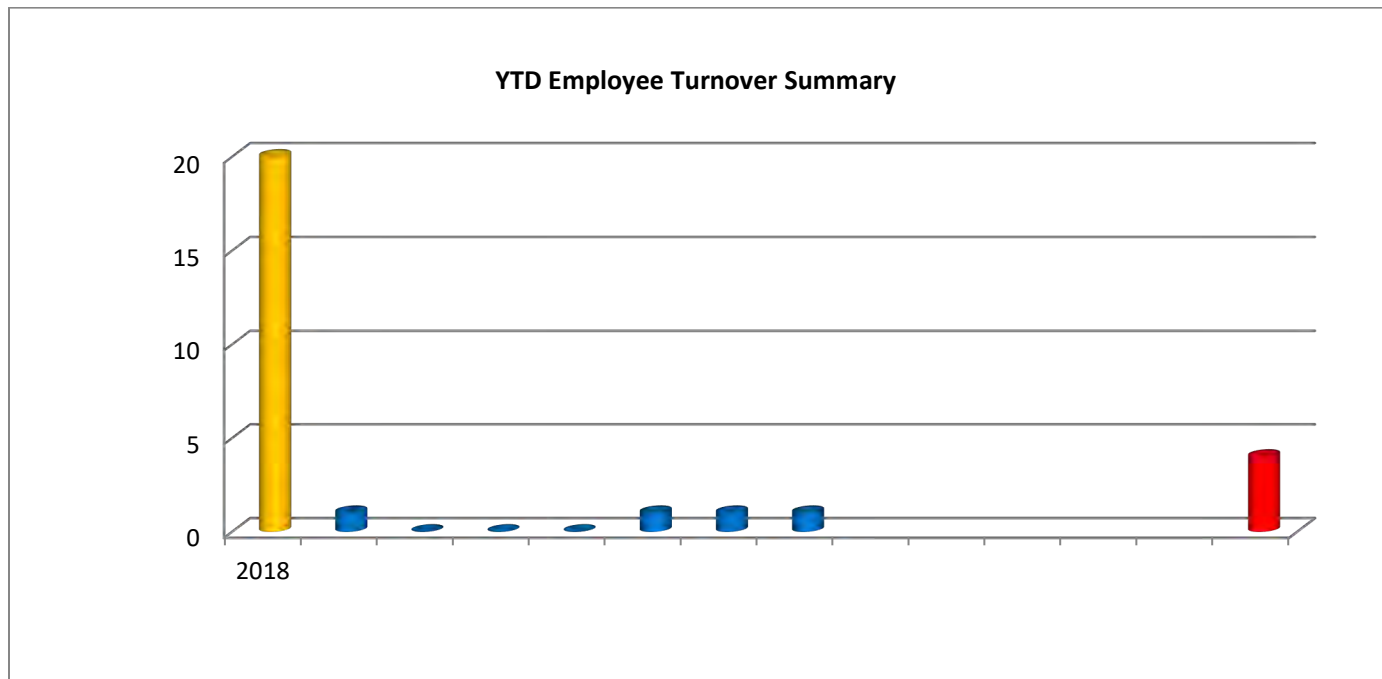
FIGURE 1 NOTE: 2019 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS

EMPLOYEE TURNOVER DATA

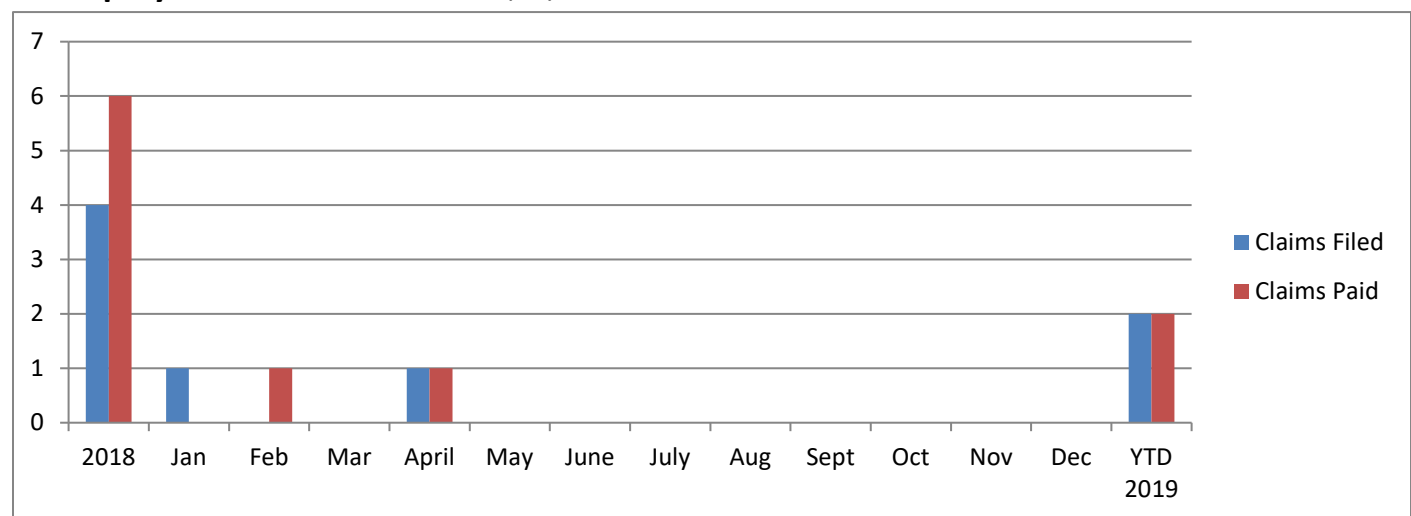
The City's turnover rate per month

- January 1%
- February 0
- March 0
- April 0
- May 1%
- June 1%
- July 1%

The graph below illustrates turnover in full time positions for current year 2019 compared to turnover occurring in the previous year.

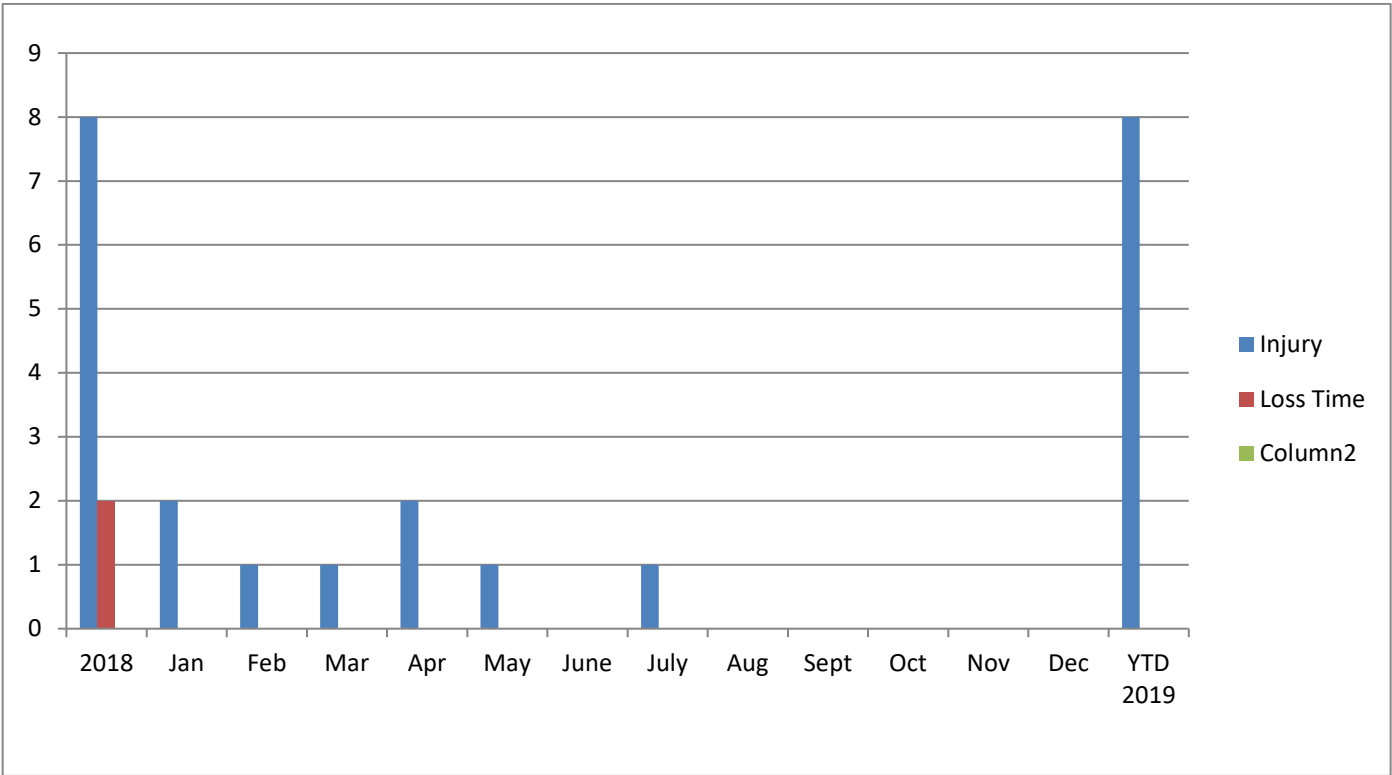


Unemployment Claims: No unemployment claims for June.



Workers Compensation

One workplace accidents with no loss time.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 8/19/2019
SUBJECT: *Technology Department Report for the Month of May 2019*

Report in Brief

The Technology Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Technology Report

- Deployed four laptop computers.
- Body cam server upgrade was completed.
- Upgrade the firewalls.
- Performed a security audit.

.

Social Media

- Currently we have 1111 followers on Facebook and 492 followers on twitter.

Building Maintenance

- HVAC replacement bids.
- Currently working on the fountain transformation

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Parks & Recreation

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: August 14th 2019

SUBJECT: *Parks & Recreation 2019 July Report*

Report in Brief

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Garden City Parks and Recreation Department July report. Our staff continues to relish opportunities to provide quality programming and facilities to our residents. We encourage all residents to participate in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

The operations detail contained in this report is for the Month of July 2019 and all related information is current as of August 14, 2019.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Parks & Recreation Department
Status Report
Summary - July 2019

Adult/Youth/Sports Programs & Community Relations Activities/Events

Adult Programs

Senior Center

During the Month of July an average of 40 Senior Citizens attended/participated in adult programs at the Senior Center. Total number of lunch meals served 816. And 133 Breakfast meals were served.

Activities included: Devotion time, bingo, trivia, puzzles, dominoes, bridge, cards, pool and line dancing and muscle strengthening exercise.

➤ ***Monthly Programs Offered***

- August 2nd(in honor of school starting) the seniors reminisced about their school days.
- Group games are planned for every Monday.
- This month's program is "The 10 Early Signs and Symptoms of Alzheimer's".
- 2 Movie afternoons on Tuesday's (August 6th and August 20th).
- 2 trips to Hilton Head planned for August (August 16th and August 23rd).
- Eat Out Night is "Fish Tales" Restaurant (August 15th)
- Ongoing: Pool table, workout room, on line computer, Wi-Fi, card games, group exercise classes, bingo, Wednesday morning devotionals, well stocked library, and brain games are also still on every month's calendar! Of course the coffee pot, donuts, and fresh lemonade are offered up everyday!
-
- The Seniors are very appreciative of the recent refurbishing with the new furniture, new bathroom, and remodeling of the Health Awareness Room.

Youth Programs

Cooper Center

During the month of July, 25 per day Youths attended/participated in youth programs/Breakfast-Lunch Program. ***Activities included: Ping-Pong, indoor board games and playground.***

➤ ***Monthly Programs Offered***

- Summer Program/ Kids Café
- Camp style activities
- Outdoor fenced in playground and basketball court.

September

Republic Services and with Habitat for Humanity along with the City of Garden City will have the 2nd volunteer work day at the Cooper Center on September 14th, 9am-2pm.
We will be painting the inside of the building and replacing the ceiling tiles.

Sports Programs/Activities

➤ **Upcoming Sports Programs/Events** Fall sports signups underway

- Soccer Registrations – July 8 – August 11th
- Football/Cheerleading Registrations – July 8 – August 11th
- Football Practice Begins – August 1st
- Soccer Practice Begins – August 19th

Community Relations Activities/Events

Youth Summer Basketball underway –Tuesday & Thursday nights Garden City Gym

• Summer Day Camp (*Camp Eagle*)

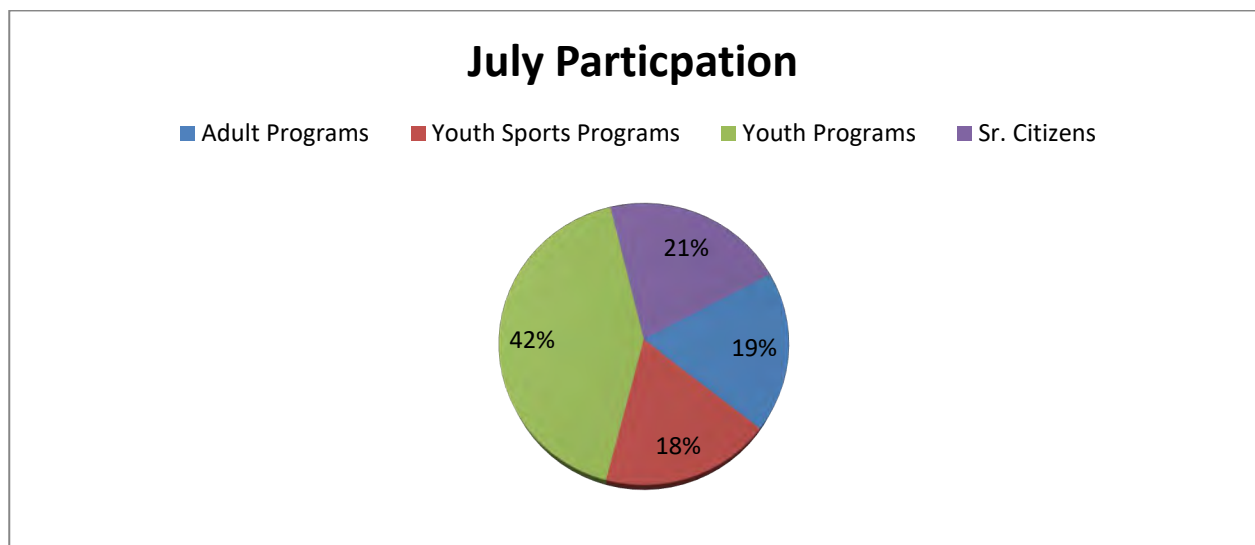
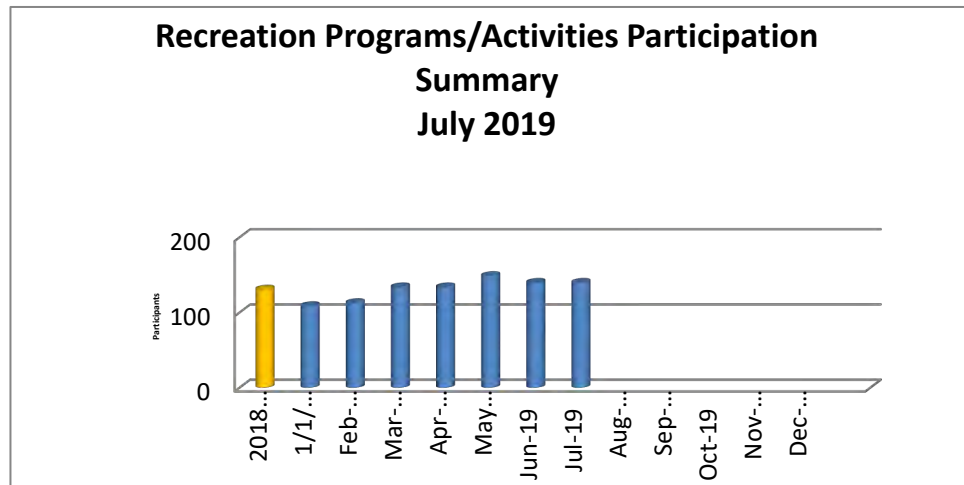
Summer Day Camp for Ages 6-12
Garden City Parks and Recreation Department

May 21st – August 2nd

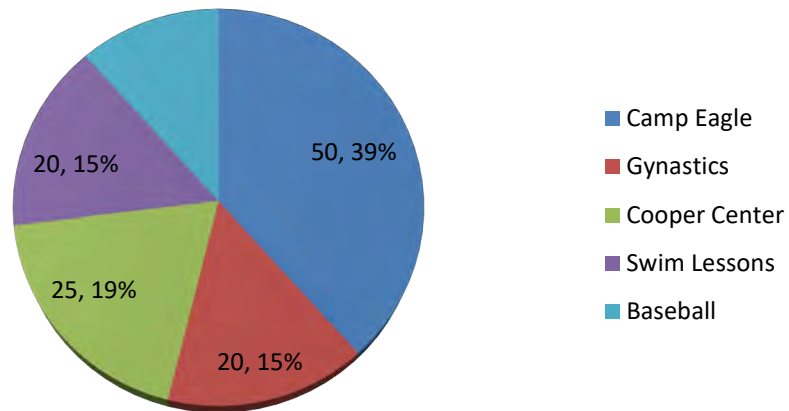
Swimming, Archery, Team Sports, Field Trips, Arts & Crafts, Songs & Skits, Games and More!
Swim Lesson Available

Camp Eagle ran very smooth this year and the Parks and Recreation Staff is looking forward and making plans for next summer's Day Camp.

The graphs below are visual summaries of the number of participants in Garden City's Recreation Programs/Activities.



Top Activities July 2019



▣ Parks Maintenance/Improvement Projects

Project Name: Stadium turf aeration and fertilization.

Start Date: July 2019

Status: Continuous for the summer



PLANNING AND ECONOMIC DEVELOPMENT GARDEN CITY GA

MONTHLY REPORT

PREPARED FOR:

Garden City Council

PREPARED BY:

Ron Alexander, Building Safety Director
100 Central Ave.
Garden City, Ga. 31405
(912-547-2972)

July 31, 2019

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1.0 MONTHLY REPORT

1.1 SPECIAL PROJECTS AND EVENTS

1.1.1 Events

New Business: The Garden City Town Center development continues, Phase One began in October 2018. In July Vertical plans were received for review of the Tapestry Park Apartments. The development will have additional landscapes, parking, retail, restaurants, office buildings and residential apartment housing consisting of one, two and three bedrooms. The apartment community will have a total of 232 units with many amenities such as a pool, clubhouse, fitness room and playground. The development will construct five new buildings to include BLDG 1 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 2 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 3 6,864 SF for Retail, BLDG 4 will be 2 stories with 38,400 SF Office Space and BLDG 5 will be 2 stories with 38,400 SF Office Space.

Site Development plans are under review for Empire Distributors located at 1101 Chatham Parkway Lot 5. Empire Distributors currently operates an existing warehouse off Dean Forest Road. The company plans to relocate their existing operation to the new distribution warehouse on Chatham Parkway. There are no existing structures onsite. The project will include a new 11,999 SF building, light duty parking for employees/visitors, heavy duty parking for transloading trucks.

Site Development plans are under review for Lot 5, West Chatham Business Park. The property is currently vacant. The lot will be developed for construction of a 8,280 SF warehouse and a paved parking lot to accommodate one tenant.

Site Development plans are under review for the Chatham City Apartments addition located at 4309 Augusta Road. The existing site is currently developed and further used for mobile home lots. The project will be re-developed with necessary site improvements in order to support the addition of five new apartment buildings. Each of the new structures will have eight 2-bedroom units. The site development will include **improvements to the City's water service lines in the area.**

As of January the W8 Shipping Site Development at 4895 Old Louisville Rd is complete. W8 Shipping will develop the neighboring site located at 4903 Old Louisville Rd for their business expansion. Site Development plans continue under review for the W8 Shipping expansion.

Site Development continued for the State Drug Testing Facility located at 24 West Chatham Court. In June the Vertical plans were approved and permits issued. The site is currently under construction and is approximately 15% complete at this time. The

proposed development will consist of a 5,500 SF, 2 story building (11,000 SF total) and a paved parking area.

In July the Vertical plans were approved and permits were issued for the Roush Truck Center located at 38 West Chatham Court. Site Development has begun at this site and the project is approximately 10% complete at this time. The Roush project includes the construction of a 30,000 SF warehouse with the necessary site improvements in support of the operation.

Site Development continued for the new Garden City Plaza located at 511 US Highway 80. The existing site was an abandoned used car dealership, where the project involved the demolition of the existing site improvements. The site is being re-developed to include a convince store with gas pumps, and a laundry facility at the other end.

In April the Site Development and Vertical plans were approved for construction of the new **Popeye's** Restaurant located at 4818 Augusta Road. The existing site consist of undeveloped grassed area and concrete pavement. The project will involve the construction of a new 2,147 SF restaurant, paved parking area, sidewalks and landscaping. **Permits will be issued after Popeye's** Project Management team completes selection of contractors.

Site Development continued for American 1 Logistics located at 1636 Dean Forest Road. The existing site contained a vacant single-family residence with a shop used for maintenance of vehicles. The project involved the demolition of the residential structure. The maintenance shop will remain and the site will be redeveloped for a container drop yard with office space. The project is approximately 80% complete at this time.

Site Development continued for Lot 7 of Centerpoint Intermodal Center on Sonny Perdue Drive. The Vertical construction is complete. The 248,000 SF building houses two tenant spaces, one with 148,613 SF, and the second space 99,196 SF. In April interior build out plans were received and permits issued for the 148,613 SF tenant space. In May interior build out plans were received and permits issued for the 99,196 SF tenant space. Both spaces have been leased, and the project is approximately 95% complete at this time.

Site Development construction continued for SOS Tire at 266 Alfred Street. This project required Re-Zoning the property from C-2A to I-1. The Vertical construction and site development are both approximately 99% complete at this time and a temporary Certificate of Occupancy has been issued. The project consist of a 20,000 SF building that includes a waiting area, business area, shop area and storage/parts area.

Site Development and building construction continued for Pump-N-Go on Augusta Road. The Pump-N-Go will develop the lot to add pumping stations and renovate the existing structure to include a convenience store and tenant spaces. As of July this project is 90% complete.

During the month of July 2019 there were several other new projects and business submitted for review and approval. Several others projects submitted previously have also been approved during this reporting period. The approved projects have recently commenced construction activities and are at various stages of construction at this time.

1.1.2 SPECIAL PROJECTS

CRS. The City continues its efforts to strengthen our services in Floodplain Management. On 11/19/2018 Garden City improved from a CRS class 8 to a CRS class 6 with an effective date of 5/1/2019. To help the City of Garden City improve the **resident's** flood insurance rates and save money **the department will continue to review the City's activities to** make certain that this community is receiving credit for implemented activities noted in the CRS program.

PPI. The Program for Public Information (PPI) Committee for Garden City developed projects for 2019. During meetings the committee studied the needs of the community and the different needs for individual areas within the City as well as the City as a whole. The committee discussed the need for an aggressive campaign to get information out to the public and discussed target areas and groups that may need special attention. The committee discussed programs that are already taking place in the community and how those programs and activities fit the PPI plan. Newly proposed projects were developed through discussions at committee meetings. There are 10 projects and initiatives that will be implemented during 2019.

Housing Team. The Garden City Housing Team will renovate homes in 2019. In support of the Housing Team the Director of Planning and Economic Development and the Garden City Building Inspector will inspect homes for repair. The Planning and Economic Development department and the Housing Team will be working with DCA to receive funding in 2019.

1.1.3 New Businesses

NAME	PHYSICAL ADDRESS	BUSINESS TYPE
1. J M J CLEANING SERVICE	1326 HWY 80 503	JANITORIAL SERVICES
2. HENIFF TRANSPORTATION SYSTEMS LLC	461 A BOURNE AVE	GENERAL FREIGHT TRUCKING
3. INTERMATEX USA, LLC	5578 D EXPORT BLVD	MERCHANT TILE WHOLESALE
4. ALL IN ONE CAR EXPORT LLC	54 TELFAIR PL	AUTOMOBILE WHOLESALE
5. MOBILE COMMUNICATIONS AMERICA INC	11 MINIS AVE	2 WAY RADIO SALES & SERVICE
6. GRAY BARN VINTAGE MARKETPLACE LLC	1398 DEAN FOREST RD	HOME FURNISHING WHOLESALE
7. WORLD FINANCE	528 HIGHWAY 80	CONSUMER LENDING & TAX PREP
8. K & S ENTERPRISE OF KANSAS CITY INC	401 TELFAIR RD STE D	GEN FREIGHT TRUCKING
9. US TOOL GRINDING (US TOOL GROUP)	4912 OLD LOUISVILLE RD	WAREHOUSING & STORAGE
10. EQUIPMENT SHARE.COM INC	2828 HIGHWAY 80	EQUIPMENT RENTAL
11. IT'S A JERK SHACK	610 A HIGHWAY 80	FULL SERVICE RESTAURANT

1.2 PLANNING AND ZONING

This department, in conjunction with the other effected City departments, continues to systematically develop the data base common to those department needs and improve accessibility to the individual departments.

Monthly activity in Planning and Zoning services are as follows:

There were 2 action items on the agenda of the Planning Commission and 2 action items for the Board of Appeals for the hearing on 7-9-2019.

The meeting notes are as follows:

**Minutes
Board of Zoning Appeals/Planning Commission
July 9, 2019 - 6:00PM**

Board of Zoning Appeals

PC1909: CW Matthews, applicant, request to vary Sec. 90-47(99) Such uses shall be setback not less than 200 feet from the boundaries of the district for 228 Dean Forest Road. PIN 6-0924A-02-018. This case was tabled pending further review.

Chairman Monroe opened the floor for comment and those in favor of the request.

Lee Smith stated the request is for an asphalt plant variance from 200 ft. to 50ft., currently an I-2 zoning that adjoins C-2 zoning and our jobs are governmental projects.

Ron Alexander; Planning Director said the change is from concrete to asphalt, no adverse comment and no objection to the facility.

Commissioner Orrel asked if a 140ft setback is an option.

Mr. Smith replied that the variation is to a 50ft setback.

Chairman Monroe asked for further questions or comments for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe called for a motion. Commissioner Crosby made a motion to approve PC1909: CW Matthews, applicant, request to vary Sec. 90-47(99) Such uses shall be setback not less than 200 feet from the boundaries of the district for 228 Dean Forest Road. PIN 6-0924A-02-018. Commissioner Selph seconds the motion; vote passes without opposition.

PC1918: Philip R. McCorkle, applicant representing East Coast Properties, LLC request to vary a buffer requirement and to establish a use as a commercial contractor to be located at 1252 and 1302 Dean Forest Road, PIN 6-0990-02-008; 6-0990-02-009A.

Chairman Monroe opened the floor for comment and those in favor of the request.

Mr. McCorkle stated the request is to expand the business, the property has been rezoned to C2, City Council is aware of the use and we are present for use approval as a contractor. After reciting the Standards Governing the Exercise of the Zoning Powers of Garden City's Board of Zoning Appeals, Mr. McCorkle stated the building will have brick façade, there will be a minimum amount of traffic, seven employees, the current facility is too small and they will not need outside storage as all equipment will be inside. Mr. McCorkle concluded that the standards for the use are met and if a variance is needed then meeting the requirements will be difficult, the adjoining property owners are in agreement for an 8ft wall, trees are to be planted to soften the wall and this will be a great improvement for Garden City.

Commissioner Crosby asked why are the letters identical?

Mr. McCorkle replied that the letters were prepared by me and then signed by the owners.

Commissioner Selph said what are you wanting to plant?

Mr. McCorkle replied overstory trees planted on the northern side and the detention pond along the fence.

Ron Alexander; Planning Director said the City prefers plants are on the outside of the fence and it doesn't have to be overstory trees, it can be understory or large shrubs which provide a visual buffer.

Mr. McCorkle stated we have no issues with this and planting on the outside and moving the fence back 5ft.

Commissioner Selph said what are the plans regarding wetlands?

Mr. McCorkle said the property has been surveyed and we can't place detentions in wetlands.

Chairman Monroe said what are the plans for the repairs and placement of the heavy equipment?

Mr. McCorkle replied that the equipment and repairs will only be done inside of the building.

Ron Alexander; Planning Director said what is the remainder of the yard to be used for?

Johnny Williams; property owner stated that the equipment is out on the job, the repairs for the leased heavy equipment are done in the field, the current excavator is being prepared for return and there will be an oil and water separator to handle waste.

Commissioner Orrel said the concerns are with the equipment being outside, the fence, and environmental impact but all has been addressed.

Chairman Monroe stated these are two separate parcels.

Mr. McCorkle said the parcels will be recombined into one parcel.

Ron Alexander; Planning Director said the City wants to see a fence along the 25ft setback separating the 25ft buffer.

Mr. McCorkle said is a cyclone or chain-link fence acceptable?

Ron Alexander; Planning Director replied yes it's acceptable, the C2 zoning is clear with no heavy equipment or truck storage onsite.

Mr. McCorkle said we are not going to park what's not allowed and the ordinance states vehicles are permitted but this can be determined by the City Attorney.

Ron Alexander; Planning Director said this still warrants a site plan review.

Chairman Monroe asked for further questions or comments for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe called for a motion. Commissioner Orrel made a motion to approve the variance conclusive of the landscaping and fence separation and approval of the use with the stipulation of the use subject to staff's recommendation of PC1918: Phillip R. McCorkle, applicant representing East Coast Properties, LLC request to vary a buffer requirement and to establish a use as a commercial contractor to be located at 1252 and 1302 Dean Forest Road. PIN 6-0990-02-008; 6-0990-02-009A Commissioner Selph seconds the motion; vote passes without opposition.

With no further business Commissioner Selph made a motion to adjourn the Board of Appeals meeting; with a second by Commissioner Crosby; the vote passes without opposition.

Planning Commission

PC1919: D. Hodges Construction, Inc. applicant representing Central Baptist Church requests a site plan for future development of a 3000 sq. ft. social hall to be located at 4018 Old Louisville Road; PIN 6-0825-03-022

Chairman Monroe opened the floor for comment and those in favor of the request.

Don Hodges and Kenny Harrelson stated the request is to build a pre-engineered building for a social hall located on the westside of the church with a carport for inclement weather with insulated panels which were donated by Southern Eagle.

Chairman Monroe asked for further questions or comments for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe called for a motion. Commissioner Crosby made a motion to approve PC1919: D. Hodges Construction, Inc. applicant representing Central Baptist Church request of a site plan for future development of a 3000 sq. ft. social hall to be located at 4018 Old Louisville Road, PIN 6-0825-03-022. Commissioner Selph seconds the motion; vote passes without opposition.

PC1920: Bruce Green, applicant representing Empire Distributors, Inc. requests a site plan approval for future development of 0 Chatham Parkway; PIN 6-0798-01-040.

Chairman Monroe opened the floor for comment and those in favor of the request.

Bruce Green stated these are tenants on Aviation Court, this is a 4.3-acre site with no existing structures, the development will consist of 12,000 sq. ft. warehouse, office space, and parking for employees.

Ron Alexander; Planning Director said this is a split zoning with the site development the office is on C2 and the warehouse is on I-1, it is designed to comply with zoning.

Mr. Green said this is solely distribution, no retail, no onsite sales, no onsite consumption with plans for wine tasting.

Ron Alexander; Planning Director said wine tasting is not allowed and will be redlined due to close proximity to school.

Commissioner Selph asked what are the plans for fencing?

Mr. Green replied it will go around the trucking area to protect product.

Commissioner Orrel said have the records of fill been filed with the City.

Ron Alexander; Planning Director said they can't move forward without approvals.

Chairman Monroe asked for further questions or comments for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe called for a motion. Commissioner Crosby made a motion to approve PC1920: Bruce Green, applicant representing Empire Distributors, Inc. requests a site plan approval for future development of 0 Chatham Parkway; PIN 6-0798-01-040 with stipulation that final plans are in accordance with City Code. Commissioner Selph seconds the motion; vote passes without opposition.

With no further business Commissioner Selph made a motion to adjourn the Planning Commission meeting; with a second by Commissioner Crosby; the vote passes without opposition.

1.3 BUILDING DEPARTMENT

During the month this office issued 52 permits for various items pertaining to Site Infrastructure and Vertical construction activities. There were approximately 125 onsite inspections associated with the permits issued. There has been approximately 120 plan reviews associated with the number of permits issued to ensure compliance with the civil, environmental, building, fire, mechanical, electrical and plumbing codes and ordinances adopted by the state and city. There has been approximately another 60 meetings to discuss a variety of issues concerning building related matters such as plans, codes, ordinances and procedures. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of inspections such as Business Licenses Verifications, Fire Inspections and Zoning Verifications.

The following are the totals for the month:

52 permits issued

125 inspections

120 plan reviews

60 meetings

Approximately 4 hrs. of in house and field training.

1.4 FIRE MARSHAL

During this reporting period there were approximately 70 onsite Fire Inspections of **Garden City's** jurisdictional properties and facilities. During the month there has been approximately 80 in office Fire Protection reviews of planned projects pertaining to Fire Protection planning prior to permitting. These inspections and reviews are based on and are to ensure that all state and locally adopted codes are properly and efficiently enforced. Training in the above mentioned areas continues with major emphasis applied to training in the form of on-site training and in office training. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of reviews and inspections such as Business Licenses Verifications, Building Inspections and Zoning Verifications.

The following are totals for Fire Marshal activities for the month:

70 onsite inspections

80 plan reviews

Approximately 4 hrs. in house training and educational activities.

1.5 FLOODPLAIN MANAGEMENT

During this reporting period, continued emphasis has been applied to monitoring construction activities in the Special Flood Plain Areas and keeping an inventory of the Cuts and Fills in those areas. The strengthening of communication and combined efforts of other regulatory agencies such as EPD and EPA continued this month. The efforts are important in order to ensure the City stays in compliance with federal regulations, and at the same time using those resources where possible to aid in the enforcement of those regulations common to all concerned. The efforts to improve **the City's Community Rating System (CRS)** is ongoing during this month. Part of that process involves interaction and participation of multi-jurisdictional meetings and trainings amid at unity in all the local jurisdiction in the enforcement of the common

regulations. In doing so the City continues advancement in the governing regulations which yields better ratings resulting in lower Flood Insurance Rates for our citizens located in the Special Flood Hazard Areas. The enforcement involves meetings, plan reviews and site inspection of all City jurisdictional properties located in the Special Flood Hazard Area. City staff on a daily bases monitors all activity located in the areas.

The following are totals for the month:

Approximately 40 related site inspections

Approximately 30 plan reviews

1.6 PHOTOGRAPHS



C.W. Matthews - Dean Forest Road



C.W. Matthews - Dean Forest Road



C.W. Matthews - Dean Forest Road



Roush - West Chatham Court



Roush - West Chatham Court



State Drug Testing Facility - West Chatham Court



State Drug Testing Facility - West Chatham Court



New Home - Fall Ave



New Home - Fall Ave



New Home - 6th Street



New Home - 6th Street

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 8/19/2019

SUBJECT: *Public Works & Water Operations Monthly Status Report*

Report in Brief

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Departments. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of July and all project related information is current as of 7/31/2019.

Prepared by: Frank Sypeck
Title Public Works Administration

Reviewed by: Benny Googe
Title Public Works Director

Ron Feldner, City Manager

Attachment(s)

**Public Works Department
Monthly Status Report
Summary – July 2019**

Operations & Maintenance

Public Works personnel **completed** 30 **Resident Requests**, making 126 **Work Orders** for the month of July. ***They included:***

Storm Drainage:

- Ditch Maintenance (Backhoe): 14,377 feet
- Canal Maintenance (Kubota Sidecutter): 0 miles (out of service for the month)
- Underground stormwater utility point repairs: 20 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$0 (3rd Party)

Streets:

- \$7,874 for 3rd party street/asphalt repairs (Smith, Pineland, Salt Creek, Main St., Rommel, Hawkinsville, Aviation, Commerce)
- About 1,557 miles of shoulder maintenance
- Dirt/gravel roads scraped/graded: Davis, Kelly Hill
- Minor pothole/asphalt repair by staff (Salt Creek & Rommel, Pineland)

Street Sweeping:

- 0 miles (Sweeper out for repairs)

Signs & Markings:

- 8 Knockdowns/replacements/cleaned/new (Telfair, Bishop, Chatham City for GCPD, Chatham Villa for GCPD, City Hall, Sonny Perdue)

Street Lights:

- 1 Street light outage/replacements (Reported to Georgia Power - fixed) (Dean Forest Road)
- 1 New Street light request (The school bus stop on Kessler Avenue between Kessler Point Apartments and Garden Lake Apartments)

Mixed Dry Trash Collection by City:

- 268.1 Tons Collected Total Mixed Dry Trash (\$73.34 / ton) (included demolitions at 212 Big Hill, 2011 Highway 80, P.D. Thomas Way)
- 336.48 Tons Collected YTD taken to Savannah Regional Landfill
- 0 Truckloads Dry Trash taken to Savannah Inert Landfill
- 0 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

Trees:

- \$9,090 spent for tree removal, tree trimming, and debris removal (3rd Party). Minus, City Hall stumps, Griffin, 1st, Augusta, 6th, Chatham Villa Dr., Davis, Rommel, Camellia, 4th, Leone, Nelson, Lee, Old Louisville, St. Joseph, Tower & Ogeechee (included cleanup of several derelict and overgrown lots)

Other:

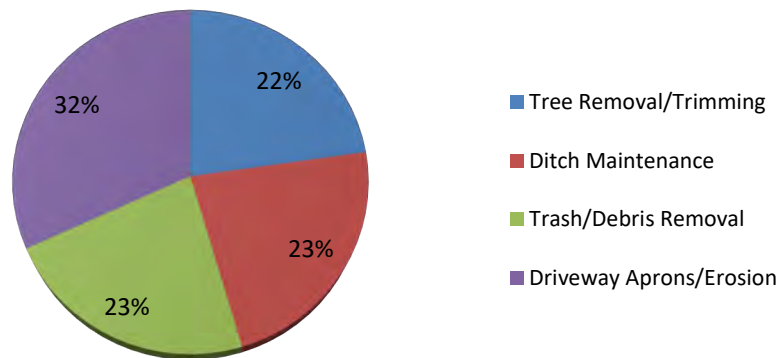
- City Hall Water Fountain - shutoff and fill

Fleet Maintenance

During the month of **July**, the Shop serviced and/or repaired **58** city vehicles/apparatus & equipment for a current annual total of **419**.

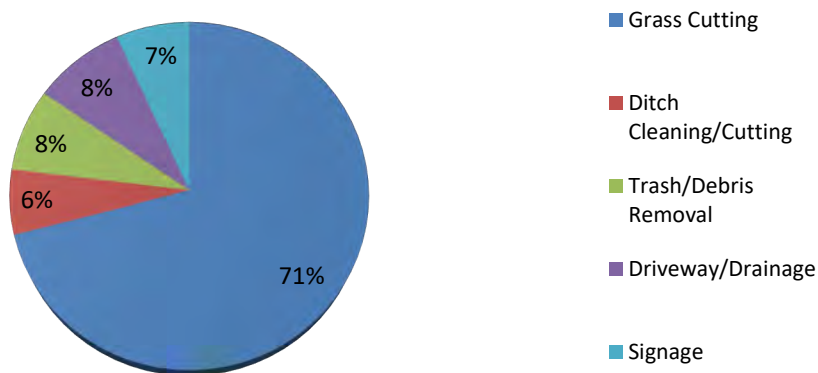
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a **“Service Request”** is generated. This builds a computerized record of all requests made.

July's Top Service Requests



Work Order – A **“work order”** is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

July's Top Work Order Types



Summary – July 2019

Water Operations & Maintenance

91 **Service Orders** were received, and >>>>>>> 53 **Work Orders**
_____ Water/Sewer crews handled **144** total.
for the month of July . They included:

Water: 47 Work Orders

- **Produced** 31.007 Million gallons of drinking water per day.
- **Hydrant Services**
 - 1 Hydrant Replacements
 - 1 Hydrant Repairs
- **Water Line Services**
 - 7 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 6 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 152 Located services (Continued marking for major projects - new gas mains and services, and other projects on Main, fiber optic installation, and the Mega Rail/Bridge project)
 - 1 Valve Replacements
 - 1 Valve Installations
 - 57 Water Cut-Ons
 - 94 Reconnects– Delinquent Water Bills
 - 51 Water Cut-Offs
- **Meter Services**
 - 3 Meter and MXU investigations
 - 7 Maintenance services
 - 35 Meter and MXU replacements
 - 101 City initiated Re-Reads
 - 0 Customer Requested Re-Reads
 - 0 Corrected Readings

- * Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- * Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- * City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.

Sewer: 6 Work Orders, including

- ***Sewer Cleanout Services***
 - 0 Repairs
 - 0 Replacements
- ***Gravity Main Services***
 - 1 Inspections
 - 2 Repair
 - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
 - 0 Blockages Cleared
 - 1 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
 - 2 Inspections and Maintenance
 - 0 Repairs

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 1.0 MGD.
- There were no violations of the Garden City NPDES permit or on the MORs for the month.
- The water system withdrew a total of 31.007 MGD and used 0.431 MG from Savannah I & D (Town Center Water System).
- During the month 79,699 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 08-13-19

SUBJECT: *Police Department Monthly Status Report*

Report in Brief

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of July 2019.

Prepared by: Angela S. Zipperer
Title: Executive Assistant to
Gilbert C. Ballard
Chief of Police

Reviewed by: Gilbert C. Ballard
Title: Chief of Police

Ron Feldner, City Manager

Attachment(s)

**Police Department
Monthly Status Report
Summary – July 2019
Operations**

Calls for Service

There were a total of 2,902 calls for service in the month of July 2019, for a total of 18,610 calls for service year to date.

Current month's calls included:

Offenses:

Aggravated Assault	9	Burglary	5
Robbery	4	Larceny	24
M.V. Theft	0	Narcotics	22
Rape	0	Murder	0
All Others	2,771	Accidents	67

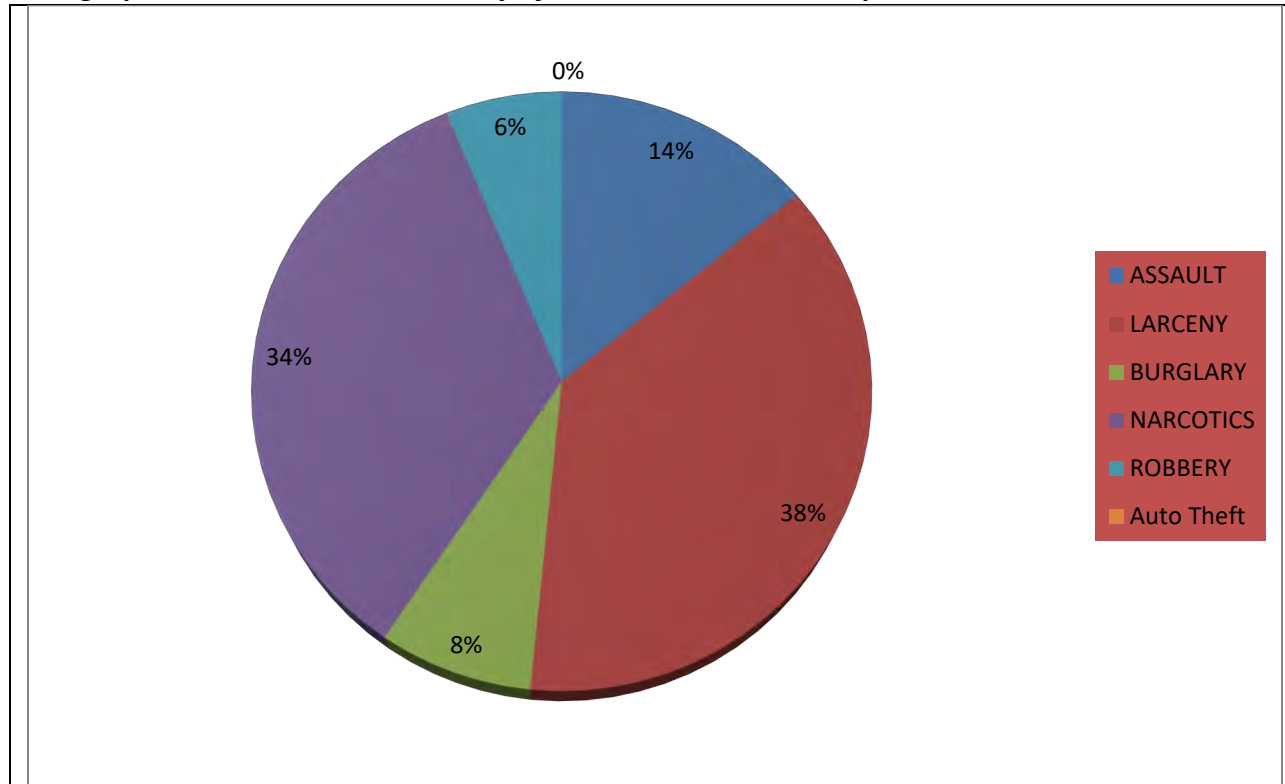
Adult & Juvenile Arrest/Charge Summary

The following is the total of ***Adult and Juvenile Arrests/Charges*** made by this department this month. This may not represent the actual number of individuals arrested as there are generally many cases where an individual will have multiple charges or counts of a specific charge. These statistics represent charges and arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests/Charges		Juvenile Arrests/Charges	
124	317	0	0

The graph below is a visual summary of the Current Month's Top 6 Criminal Violations.



Current Month's Top 6 Criminal Violations by District

Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter

	Daniel District 1	Ruiz District 2	Campbell District 3	Cody District 4	Tice District 5
Assault	0	2	4	1	2
Larceny	4	6	4	4	6
Burglary	0	2	1	0	2
Narcotics	9	6	0	2	5
Robbery	1	0	1	0	2
Auto Theft	0	0	0	0	0

Traffic Violations

There were a total of 1,921 traffic violations during the month of July 2019. ***They included:***

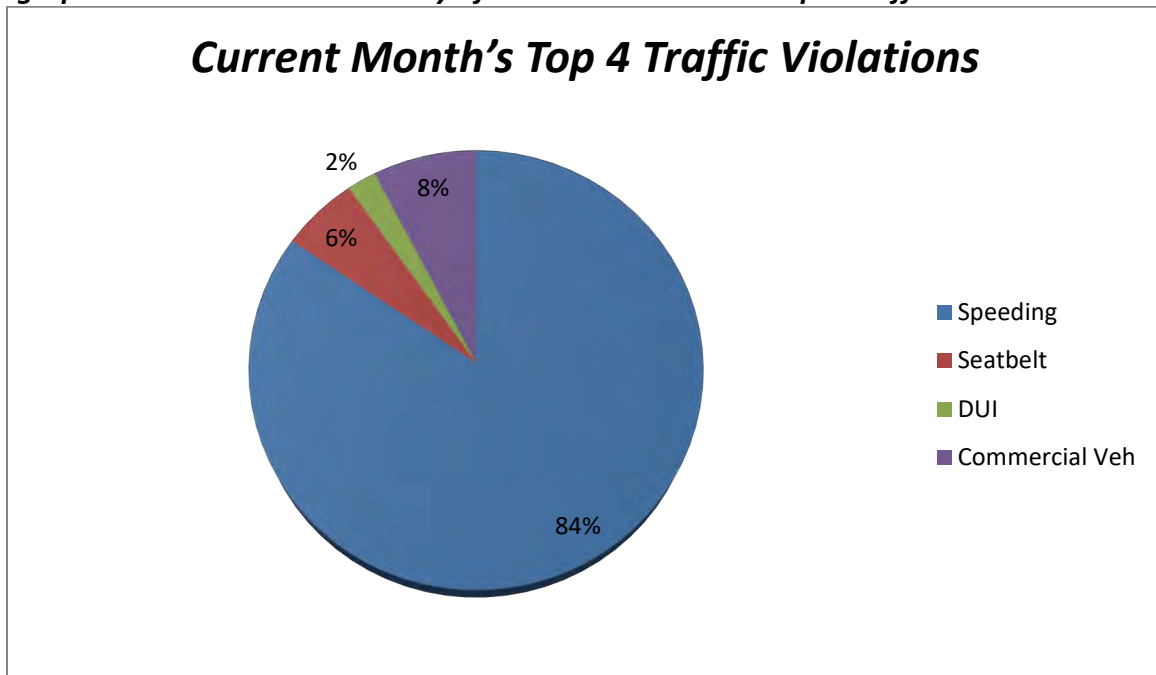
Traffic Citations Issued

Traffic Accidents	30	Fatalities	0
Written Warnings	426	Speeding Violations	789
Seat Belt Violations	53	Miscellaneous Citations	532
DUI's	20	Total Citations	1,921

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued	71
------------------------	----

The graph below is a visual summary of the Current Month's Top 4 Traffic Violations.



Code Enforcement

Dates for this summary are July 2019

Cases in Compliance	97
Illegal Signs Removed:	7
Property/Violation Re-inspection's	198
Properties Maintained in Lieu of Liens	20
Notice of Violations Issued	131
Court Cases Pending	6
Vehicles Tagged for Tow	8
Vehicles Removed/Remediated by or 3 rd Party	6
Vehicles Towed	2
Roll-out Cart Violations	3

Municipal Court Summary

During the month of July 2019 the Garden City Municipal Court handled 1,227 cases for a current annual total of 7,208 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	839
➤ Total Traffic Citations and Criminal Cases passed to another court date	298
➤ Cases issued probation	90

Training

During the month of July 2019, police personnel reported a total of 110 hours of training resulting in an average of 2.97 hours of training per Officer. Some of the special training classes the officers attended during the month of July 2019 were: Active Shooter, Gang Conference and grant writing.

Items of Interest for July 2019

- **The Garden City Police Department completed the CALEA Reaccreditation on-site process here on July 7, 2019 through July 9, 2019.**
- **Cadet Derrian Williams graduated from the Police Academy on July 19, 2019 and he was sworn in as a Police Officer on July 22, 2019.**
- **The Chief attended the GACP Summer Conference here in Savannah on July 21, 2019 through July 24, 2019.**
- **The Chief was a guest on the “Bill Edwards” radio show on July 31, 2019.**

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** August 19, 2019

SUBJECT: *Fire Department July 2019 Report*

Report in Brief

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of July of 2019, and all related information is current as of August 19, 2019.

Prepared by: Scott Kimball
Title Assistant to
Corbin Medeiros
Chief of Fire

Reviewed by: Corbin Medeiros
Title Chief of Fire

Ron Feldner, City Manager

Attachment(s)

Calls for Service in July of 2019

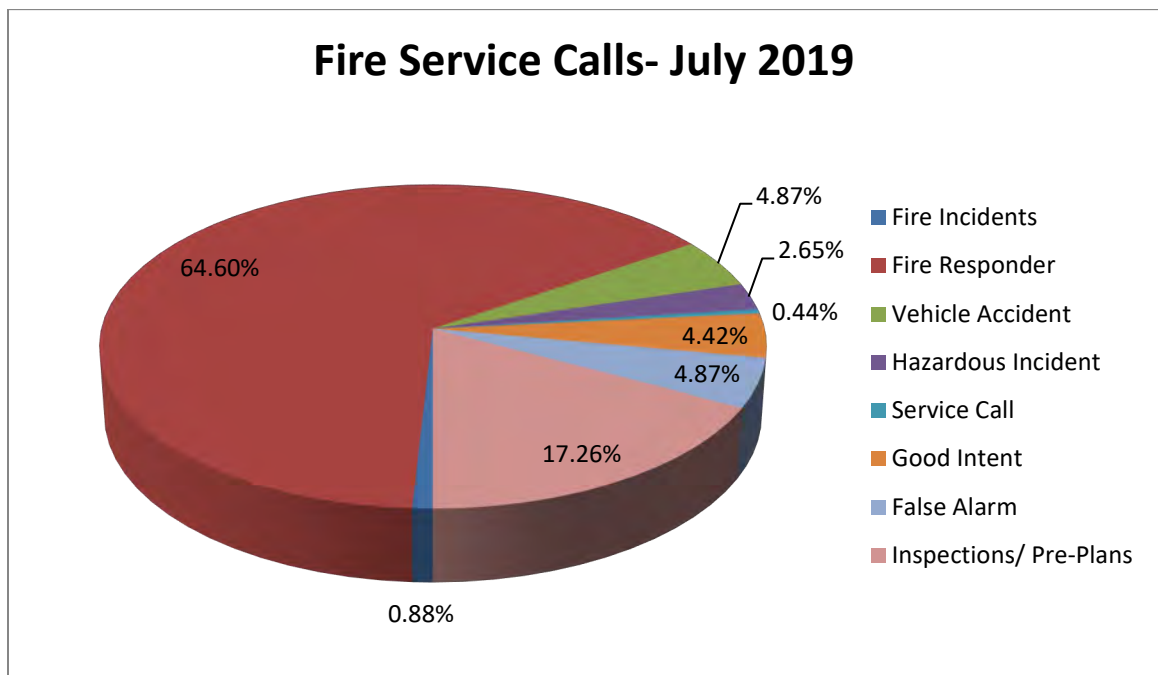
There were a total of 216 calls for service in the month of July, 2019, for a total of 1,539 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	2	Good Intent	10
Fire Responder	146	False Alarm	11
Vehicle Accident	11	Service Call	1
Hazardous Incident	6	Inspections/ Pre-Plan	39

The graph below is a visual summary of the Current Month's Fire Service Calls.



Department Activities/ Events

Department Training

In July fire personnel reported a total of 274.34 hours of training resulting in an average of 19.59 hours of training per Firefighter.

Acting Officer in Charge

Captain Mack Roberts attended Active Officer in Charge at the GPSTC campus in Forsyth

Annual GFI IAAI Fire Investigators Conference

Chief Medeiros, Assistant Chief Lewis and FF Hamrick attended the Annual GFI / IAAI Fire Investigators Conference which was held at the Savannah Marriott River Front.

Stop the Bleed First Aid CPR AED Training

Department personnel conducted Stop the Bleed and Narcan training for personnel and coaches at Savannah Christian Preparatory School.

Meeting with Local Departments

Assistant Chief Lewis conducted testing for GFSTC at Pooler Fire Rescue.

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the month of July, the Department continued conducting weekly blood pressure checks at the Senior Center on Tuesdays. This activity continues with a great response.

Looking Ahead

- Partnering with Memorial Healthy University Medical Center and area schools on the "Stop the Bleed" program.
- Fire Department fitness program.

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION

WHEREAS, on August 24, 2019, the City and the Garden City Area Convention and Visitors Bureau Authority shall be co-sponsoring the Southern Roots & Music Fest festival on the lawn of the City's City Hall property located at 100 Central Avenue in Garden City, Georgia, for the purpose of celebrating and showcasing local foods, music, and traditions, as part of their common mission to actively promote the City among local residents and businesses, as well as to advertise the City as a place to reside, operate a business, and visit to travelers, planners, and experts who may influence where families and businesses visit and locate; and,

WHEREAS, it is customary at such festivals for malt beverages to be served, and fireworks to be displayed, under controlled conditions;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of Garden City, Georgia, in regular session assembled, do hereby find that the Southern Roots & Music Fest festival does clearly convey important values as to what is essential to Garden City and therefore qualifies for the exception under Garden City Code Section 6-4(c) to the prohibition of possessing alcoholic beverage on City property, and for the exception under the Official Code of Georgia Annotated to the prohibition of firework displays on public properties.

BE IT FURTHER RESOLVED, that the furnishing of alcoholic beverages at the Southern Roots & Music Festival on August 24, 2019, shall be limited to the furnishing of just malt beverages subject to all of the conditions set forth in said Code Section 6-4 (c), and that the event adhere to all applicable federal or state laws, and local ordinances, related to the sale and use of malt beverages..

BE IT FURTHER RESOLVED, that the display of fireworks at the Southern Roots & Music Festival be conducted by licensed, trained, and insured pyrotechnician in compliance with all applicable federal, state, municipal and local laws, orders, regulations and ordinances pertaining to exhibition of fireworks and the implementation of security measures for same.

ADOPTED BY the Mayor and Council of Garden City, Georgia, this 19th day of August, 2019.

RHONDA FERRELL BOWLES, Clerk of Council

Received and approved this 19th day of August, 2019.

DON BETHUNE, Mayor

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to purchase four (4) new Automatic External Defibrillators (AED) to meet the public safety needs of its fire department; and,

WHEREAS, the Fire Department currently has only one AED in service with no spare parts to use for repairs, and has to borrow an additional AED from another Fire Department; and,

WHEREAS, the Chief of the Fire Department, having solicited quotes for the purchase of AEDs, has received the attached proposal of Forever Young AEDs of Kingsland, Georgia, to sell to the City four (4) AEDs at an unit price of \$1,405.00, together with four (4) pediatric pads at an unit price of \$115.00, for a total purchase price of \$6,080.00, said price including an eight (8) year warranty on the AEDs and a four year (4) warranty on the batteries; and,

WHEREAS, the Chief of the Fire Department has determined that the price quote of Forever Young ADDS to be the lowest and most responsible proposal;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that the attached proposal of Forever Young AEDS to sell to the City four (4) AEDS and four (4) pediatric pads for a total price of \$6,080.00 be accepted and that the City Manager be authorized to sign the purchase contract or purchase order for the AEDS as well as all other documents associated therewith in the name of the City.

BE IT FURTHER RESOLVED that the funding source for the purchase price of the AEDS and pediatric pads will be a portion of the monies in the amount of \$8,800.00 which were previously budgeted in the Fire Department Enterprise Fund for the purchase of a fire hose.

ADOPTED AND APPROVED this ____ day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2019.

DON BETHUNE, Mayor

QUOTE

Forever Young AEDs

Just a Heartbeat Away

118 Meridian Drive, Kingsland, GA 31548
(912) 227-1285
stUARTsully@hotmail.com

TO Chief Medeiros
Garden City Fire Department
100 Central Avenue
Garden City, GA 31405

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Stuart C. Sullivan		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
4	G5 Fully Automatic AED Package	\$1405.00	\$5,620.00
4	G5 Pediatric Pads	\$115.00	\$460.00
	Shipping	\$85.00	\$85.00
SUBTOTAL			
SALES TAX			
TOTAL			\$6,165.00

THANK YOU FOR YOUR BUSINESS!

GARDEN CITY RESOLUTION

A RESOLUTION TO ACCEPT THE INTERGOVERNMENTAL AGREEMENT PROPOSED BY CHATHAM COUNTY FOR THE EXTENSION OF SPLOST FOR 6 YEARS, STARTING IN 2020

BE IT HEREBY RESOLVED by the Mayor and Council of Garden City, Georgia:

WHEREAS, the Mayor and Council of Garden City, Georgia, agrees to the reimposition of the special purpose local option sales tax ("SPLOST") now in effect in Chatham County, Georgia, and presently expected to terminate on September 30, 2020, subject to being approved by the electorate in a referendum to be held on November 5, 2019; and,

WHEREAS, Chatham County and Garden City have negotiated an Intergovernmental Agreement attached hereto as Exhibit "A" providing for the use and division of SPLOST in the event a majority of the votes cast in the referendum are in favor of reimposing the SPLOST, said Agreement allocating to the City the amount of \$10,025,181.00 to fund the City's capital improvement projects for recreation facilities, roads and road improvements, drainage improvements, and title acquisition;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of Garden City, Georgia, in regular Session assembled, do hereby approve the Intergovernmental Agreement proposed by Chatham County to extend SPLOST for 6 years, starting in 2020, including the funding of Garden City's capital improvement projects specified therein for the City's recreation facilities, road and road improvements, drainage improvements and title acquisition.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute, on behalf of the City, the Intergovernmental Agreement attached hereto as Exhibit "A" to evidence the City's approval thereof.

Adopted by the Mayor and Council of Garden City, Georgia, this ____ day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this ____ day of August, 2019.

DON BETHUNE, Mayor

STATE OF GEORGIA)
COUNTY OF CHATHAM)

**INTERGOVERNMENTAL AGREEMENT
FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE 2020
SPECIAL PURPOSE LOCAL OPTION SALES TAX
FOR CAPITAL OUTLAY PROJECTS**

THIS AGREEMENT (this Agreement) is made and entered this the ____ day of _____, 2019, by and between Chatham County, a political subdivision of the State of Georgia (the **County**), and the Mayor and Aldermen of the City of Garden City, a municipal corporation and a political subdivision of the State of Georgia (**City**) and herein collectively referred to as the "Governing Authorities".

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the Act), authorizes the levy of a one percent special purpose local option sales tax for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County, City, as well as other municipal corporations, met on May 6, 2019, in compliance with the requirements of O.C.G.A. § 48-8-111(a), to discuss possible projects for inclusion in an election to be held on November 5, 2019 for the purpose of authorizing the reimposition of the special purpose local option sales tax now in effect in Chatham County and presently expected to terminate on September 30, 2020; and

WHEREAS, the County and City have negotiated a division of the Special Purpose Local Option Sales Tax (SPLOST) to be collected in the event a majority of the votes cast in the election are in favor of reimposing the SPLOST; and

WHEREAS, the County may enter into separate agreements with the other municipalities in the County (the "Municipalities") providing for the distribution of a portion of SPLOST proceeds to such other municipalities to fund allowable capital outlay projects as authorized by the referendum to be held on November 5, 2019, if passed; and

WHEREAS, the County, the City, and the Municipalities, and all citizens of the County will derive substantial benefits from the proposed projects to be funded by SPLOST proceeds distributed pursuant to this Agreement; and

WHEREAS, the County has been asked to submit to the qualified voters of the County at an election to be held November 5, 2019, the question of whether the voters will approve the Special Sales Tax.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the City consent and agree as follows:

All recitals above are incorporated by reference into the body of this agreement.

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution and laws of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 5th day of November, 2019, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of Chatham County for a period of 24 quarters (6 years), commencing as provided in Section 4, to raise an estimated \$400,000,000 to be used for funding the projects specified in Exhibit A attached hereto.

B. The City makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The City is a municipal corporation duly created and organized under the laws of the State of Georgia;
- (ii) The governing authority of the City is duly authorized to execute, deliver and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the City;
- (iv) The City is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4); and
- (v) The City is located entirely or partially within the geographic boundaries of the special tax district created in the County.

C. It is the intention of the County and City to comply in all respects with O.C.G.A. § 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of O.C.G.A. § 48-8-110 *et seq.*

Section 2. Restrictions as to Use of Tax Funds

A. The City and the County shall comply with all requirements of Georgia law pertaining to all SPLOST funds each receives, including but not limited to the following:

- (i) All SPLOST funds and interest received may only be used for projects described in Exhibit A.
 - a. If circumstances arise which dictate that a project which initially seemed feasible is no longer so, then the governing body to which the SPLOST funds for such project was allocated under this Agreement may use its lawful discretion to make adjustments in its plan of capital projects.
 - b. In the event that the cost to complete a project is less than the amount allocated to that project under this Agreement, then the governing body to which the SPLOST funds for such project were allocated may use its lawful discretion to make adjustments in its plan of capital projects to utilize the funds for other projects provided for in this Agreement. This provision shall be construed in light of O.C.G.A. § 48-8-123.
 - c. The lack of funds to complete a project contained on Exhibit A by any governing authority is not grounds to deem the project infeasible.
 - (ii) All SPLOST funds received shall be accounted for in a separate fund as more fully described herein and not commingled with other monies prior to expenditure for allowable uses.
 - (iii) Interest earned from the investment of SPLOST funds prior to their disbursement for allowable expenditures shall be considered SPLOST funds and used under the same restriction for SPLOST funds as set forth in subparagraph (i) above.
 - (iv) No SPLOST funds received may be used for general operating expenses. SPLOST funds may be used to repay loans made to temporarily fund SPLOST capital projects in anticipation of receipt of SPLOST funds.
- B. The County and City agree to proceed with the acquisition, construction, design, permitting, equipping and installation of the projects specified in Exhibit A of this Agreement, subject to the availability of funds.
- C. The County and City agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership within 10 years of the SPLOST expiration, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121 (g)(2).
- D. The County and City agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken as required to fulfill the terms of this Agreement.
- E. County and City agree to equally fund the Early Learning Center(s) as listed in Exhibit A. Any reductions in funding of the amounts shown in Exhibit A shall require mutual agreement.

Section 3. Condition Precedent

- A. The obligations of the County and City pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111 (a).
- B. This Agreement is further conditioned upon the approval of the proposed imposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111 (b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County.

Section 4. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 5, 2019, shall continue for a period of six years with collections beginning on the earlier of October 1, 2020 or the termination of the special purpose local option sales tax now in effect.

Section 5. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- A. The official declaration of the failure of the election described in this Agreement; or
- B. The expenditure by the County and City of the money collected from the SPLOST.

Section 6. County SPLOST Fund; Separate Accounts; No Commingling

- A. The County shall select a local bank which shall act as a depository and custodian of the SPLOST Funds upon such terms and conditions as may be acceptable to the County which shall be designated as the 2020 Chatham County Special Purpose One Local Option Sales Tax Account. Monies shall be held separate and apart from all other funds of the County and shall not in any manner be comingled with other funds of the County.
- B. The City shall select a local bank which shall act as depository and custodian of City SPLOST funds upon such terms and conditions as may be acceptable to the City which shall be designated as the 2020 City of Savannah Special Purpose Local Option Sales Tax Account. Monies shall be held separate and apart from all other funds of the City and shall not in any manner be comingled with other funds of the City.
- C. Except as provided in Section 7, SPLOST proceeds shall not be comingled with other funds of the County or City and shall be used exclusively for the purposes detailed in this Agreement.
- D. County and City each agree, for accounting purposes, to maintain a separate fund within its

general ledger where it will record the transactions for the receipt and disbursement of SPLOST funds effective with the commencement of the referendum period and until completion of all projects funded by SPLOST proceeds.

Section 7. Procedure for Disbursement of SPLOST Proceeds

- A. Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST VII fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing and installing the capital outlay projects listed in Exhibit A and as provided elsewhere herein.
- B. County shall utilize part of the proceeds of the tax for the acquisition of the County judicial complex from the Downtown Savannah Authority.
- C. County shall be distribute SPLOST proceeds to the City in accordance with the percentages provided by this Intergovernmental Agreement in Exhibit A. The County will be responsible for distributing proceeds in accordance with the Notice of Election and Exhibit A. County shall disburse funds within 30 business days of such deposit according to the schedule in Exhibit A. The proceeds shall be deposited in the separate funds established by the City in accordance with Section 6 of this Agreement. The City shall hold and apply the monies so deposited against the cost of acquiring, constructing and completion of the capital outlay projects listed in Exhibit A.
- D. This agreement contemplates a collection amount of \$400,000,000. However, the County makes no warranty that such a sum will be collected. All funds collected shall be distributed in accordance with Exhibit A irrespective of whether the total revenue collected fall short of, meets, or surpasses the projected revenue outlined herein. Should the total tax revenue collected in the six years be less than the \$400,000,000 estimate, then all governing authorities shall continue to receive the percentages as shown on Exhibit A.
- E. The proceeds of the Special Sales Tax shall be distributed between County, City and the Municipalities in accordance with Exhibit A.
- F. Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality, in which event the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

Section 8. Projects

All capital outlay projects, to be funded in whole or in part from SPLOST proceeds, are listed in Exhibit A which is attached hereto and made part of this Agreement. The Notice of Election

calling for the imposition of the tax is also herein specifically referenced and made a part of this agreement.

Section 9. Priority and Order of Project Funding

Projects shall be fully or partially funded in accordance with the schedule set forth in Exhibit A of this Agreement. Except as provided in Paragraph B of Section 10 of this Agreement, any change to the priority or schedule must be agreed to in writing.

Section 10. Completion of Projects

- A. The County and City acknowledge that the costs for the County's and the City's respective projects are estimated amounts. Should SPLOST proceeds be insufficient to complete any capital outlay project, then the responsibility for additional funding and completion shall rest with the entity responsible for the project.
- B. If the governing authority's project has been satisfactorily completed at a cost less than the estimated, the governing authority may apply the remaining unexpended funds to any other County project in Exhibit A or as otherwise provided by law.

Section 11. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund from the County's SPLOST allocation as determined by Exhibit A.

Section 12. Retention of Records

The parties agree to retain all records pertaining to the SPLOST funds for a period of at least four years subsequent to the expiration of the SPLOST and to make such records reasonably available to each other upon request.

Section 13. Use of SPLOST Funds

The County, the City and the Municipalities shall use the SPLOST funds only for SPLOST Eligible capital outlay projects.

Section 14. Other Requirements

The parties agree that they each will abide by any other requirements regarding the use and accounting for SPLOST funds as specified by Georgia law, and in the event that any party fails to follow all applicable requirements of Georgia law, it shall hold all other governing authorities harmless for any such failure.

Section 15. Agreement Effective When Executed by the City and County

This Agreement shall be effective when executed by City and County. The County may enter

into separate agreements with other Municipalities that are not signatories to this Agreement and other organizations upon such terms as appropriate to insure that funds will be used for SPLOST eligible projects and meet the requirements of the law. If there is an inconsistency between such agreements and this Agreement regarding the distribution and allocation terms, this Agreement shall govern.

Section 16. Audits

- A. During the term of this Agreement, the distribution and use of all SPLOST proceeds shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. § 48-8-121 (a)(2). The County and City receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and City agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.
- B. The City shall annually provide County its comprehensive annual financial report showing the receipt and use of SPLOST funds including a Schedule of Projects Funded with Special Sales Tax Proceeds.

Section 17. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to County:

Lee Smith,
County Manager
Chatham County
P.O. Box 8161
Savannah, GA
31412

If to Garden City:

Don Bethune
Mayor
Garden City
100 Central Avenue
Garden City, GA 31405

Section 18. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and City with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of the SPLOST funds authorized by the November 5, 2019 referendum.

Section 19. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and City.

Section 20. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 21. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 22. Compliance with Law

The County and City shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 23. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 24. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 25. Mediation

The County and City agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

(Signatures on the following page)

IN WITNESS WHEREOF, the County and the City acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County as of the date set forth above.

CHATHAM COUNTY, GEORGIA

By: _____
Albert J. Scott, Chairman

Attest: _____
Janice Bocook, Clerk of
Commission

(Seal)

MAYOR AND ALDERMEN OF THE
GARDEN CITY, GEORGIA

By: _____
Don Bethune, Mayor

Attest: _____
Clerk of Council

(Seal)

EXHIBIT A
Projects and Priorities for SPLOST Distribution

1. **SPLOST Projects.** The table below lists the SPLOST projects, the entity responsible for the project, the project priority for SPLOST funding, and the pro-rata share of the SPLOST monthly distribution.

2. **Distribution of SPLOST Proceeds.** All SPLOST collections up to \$400,000,000 shall be distributed to the County, City and the Municipalities on a monthly basis based upon each entity's pro-rata percentage of the project totals based on Distribution Table below. Should the total tax collection exceed \$400,000,000 during the six year collection cycle, then County would receive an additional \$20,000,000 from the collected funds over the \$400,000,000 for the judicial complex. Should the total tax collection exceed \$420,000,000, such distribution of the tax at that time shall be collected by the County and distributed to the City of Savannah for recreation, historic building renovations and technology projects. Should the total tax collection exceed \$430,000,000, such distribution of the tax at that time shall be collected by the County and distributed to Savannah Economic Development Authority (SEDA) pursuant to an intergovernmental contract or contracts until SEDA has received an amount not to exceed a total of \$10,000,000. Should SPLOST proceeds exceed \$440,000,000, the remaining SPLOST proceeds will be collected by County and allocated between the County, City and the Municipalities on a pro rata population basis. The County's share of the SPLOST proceeds in excess of \$440,000,000 shall be based upon the ratio of the unincorporated population of the County relative to the total County population. City and each Municipality's share of the SPLOST proceeds in excess of \$440,000,000 shall be based upon the ratio of their respective population relative to the total County population. The source for the population figures shall be the final 2020 Decennial Census figures compiled by the U.S. Census Bureau. Said excess proceeds shall be used to fund allowable projects under the terms of this agreement or as otherwise provided for in law.

3. **Projects within Municipalities.** For capital outlay projects (i.e. that include but are not limited to roads and drainage) that are located wholly within a Municipality, it is agreed that the final design plans shall be approved by the Municipality. For such projects, the County and a Municipality may have a separate agreement to transfer SPLOST funds to the Municipality which shall assume the responsibility for detailed design, construction procurement and construction management of the project.

DISTRIBUTION TABLE FOR \$400,000,000 IN SPLOST PROCEEDS

Project Description - Note: descriptions may change prior to the final SPLOST ballot	Responsible Entity	Projected SPLOST Allocation	Pro Rata Share %*
City of Savannah projects including public safety facilities, equipment & technology; road & streetscape improvements; recreation trails & facilities improvements; drainage projects; city facilities & infrastructure; and blighted property program.	City of Savannah	\$ 152,699,915	38.17498%
Early Learning Center(s)	City of Savannah	\$ 3,125,000	0.78125%
City of Bloomingdale projects including recreation facilities, vehicles & equipment; water/sewer infrastructure improvements; public safety vehicles & equipment; roads & drainage improvements; and other adopted CIP projects.	City of Bloomingdale	\$ 3,064,275	0.76607%
City of Garden City projects including recreation facilities; public safety equipment; roads & road improvements; drainage improvements; and title acquisition.	City of Garden City	\$ 10,025,181	2.50630%
City of Pooler projects including recreation facilities; roads & road improvements; library; public safety facilities & equipment; drainage improvements; and title acquisition.	City of Pooler	\$ 25,644,314	6.41108%
City of Port Wentworth projects including recreation facilities & improvements; public safety vehicles & equipment; sewer infrastructure; and road & drainage improvements.	City of Port Wentworth	\$ 8,466,752	2.11669%
Town of Thunderbolt projects including water & sewer infrastructure; public safety equipment, vehicles & technology; road & drainage improvements; city facilities, vehicles & equipment; and fire suppression system.	Town of Thunderbolt	\$ 2,950,162	0.73754%
City of Tybee Island projects including public safety facilities & equipment; road & drainage improvements; water & sewer infrastructure; city facilities; recreation facilities & improvements; and title acquisition.	City of Tybee Island	\$ 3,944,653	0.98616%

DISTRIBUTION TABLE FOR \$400,000,000 IN SPLOST PROCEEDS			
Project Description - Note: descriptions may change prior to the final SPLOST ballot	Responsible Entity	Projected SPLOST Allocation	Pro Rata Share %*
City of Tybee Island projects including public safety facilities & equipment; road & drainage improvements; water & sewer infrastructure; city facilities; recreation facilities & improvements; and title acquisition.	City of Tybee Island	\$ 3,944,653	0.98616%
Town of Vernonburg projects including road improvements; infrastructure; and public safety equipment.	Town of Vernonburg	\$ 130,895	0.03272%
Judicial Complex construction/acquisition	County of Chatham	\$ 63,000,000	15.75000%
Chatham County projects including recreation facilities & parks; public safety facilities & communication improvements; county facilities & museums; vehicles & equipment; drainage; roads & road improvements; sewer infrastructure; disaster capital; and other adopted CIP projects.	County of Chatham	\$ 113,823,854	28.45596%
Early Learning Center(s)	County of Chatham	\$ 3,125,000	0.78125%
Transit Authority equipment	County of Chatham	\$ 10,000,000	2.50000%
	TOTAL	\$ 400,000,000	100.00000%

Notes: * Pro rata share governs distribution up to \$400,000,000; see Exhibit A, Paragraph 2.

(I) Projects may be from the County or Municipality Adopted Capital Improvement Program.

Exhibit A-4

SPLOST SEVEN SUMMARY

WITH AN INTERGOVERNMENTAL AGREEMENT, 6 YEAR TERM

SPLOST Total Projected Revenue		
Distributions:	Amount	Percentage
County	\$ 400,000,000	100.000000%
County	\$	
County	63,000,000	15.750000%
County / Transit	113,823,854	28.45596%
Savannah	3,125,000	0.78125%
Savannah	10,000,000	2.500000%
Pooler	3,125,000	0.78125%
Garden City	152,699,915	38.17498%
Port Wentworth	25,644,314	6.41108%
Tybee Island	10,025,181	2.50630%
Bloomington	8,466,752	2.11669%
Thunderbolt	3,944,653	0.98616%
Vernonburg	3,064,275	0.76607%
Total Distributions	2,950,162	0.73754%
	130,895	0.03272%
	\$ 400,000,000	100.000000%

Distributions above	\$	400,000,000
Chatham County	Judicial Complex	then
Savannah	Various categories	then
SEDA	Economic Development infrastructure	
Distributions above	\$	440,000,000

To each municipality based upon the 2020 Census population

RESOLUTION

RESOLUTION BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, IN SUPPORT OF 2020 U.S. CENSUS COMMUNITY ACTION PLAN OF CHATHAM COUNTY

WHEREAS, Chatham County, Georgia, is coordinating and facilitating efforts to increase awareness and motivate residents to respond to the 2020 U.S. Census county-wide through the establishment of a "Complete Count Committee" comprised of community leaders who will be charged to work with the United States Census Bureau in promoting the 2020 U.S. Census to all residents of Chatham County, including Garden City; and,

WHEREAS, the City has been asked to contribute to the 2020 U.S. Census efforts of the County and the "Complete Count Committee" by donating funds and making support staff and meeting space available for limited periods of time; and,

WHEREAS, the City's best interests would be served by contributing financially and by providing in-kind support to the 2020 U.S. Census efforts of the County and the Complete County Committee in that such efforts may have the effect of decreasing undercounts of Garden City residents and increasing the overall participation within the City in the 2020 U.S. Census;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, and it is hereby resolved that:

1. Garden City shall contribute funding in the amount of \$2,313.50, and shall also provide in-kind support by furnishing meeting space and support staff, to the extent available, towards the 2020 U.S. Census efforts of Chatham County, Georgia, and the Complete Count Committee, with the understanding that any unspent funds contributed by the City shall be refunded at a proportionate rate based on the amounts contributed to such efforts by other municipalities within the County.
2. Garden City Special Projects Manager Jackie Jackson is hereby appointed to act as liaison between the City and the above-mentioned Complete Count Committee to ensure consistent communication between the Committee and the City on as to how the City can help in developing and engaging in activities to promote the 2020 U.S. Census with particular attention to the hard-to-count populations within the City which have been traditionally undercounted.

ADOPTED by the Mayor and Council of the City of Garden City, Georgia this ____ day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2019.

DON BETHUNE, Mayor

THIS MEMORANDUM OF UNDERSTANDING made and entered into as the ____ day of _____ 2019, by and between the Chatham County (hereinafter referred to as "County") and the _____, a municipal corporation of the State of Georgia (hereinafter referred to as "Town or City").

WHEREAS, the County is coordinating and facilitating efforts to increase awareness and motivates residents to respond to the 2020 U.S. Census county-wide; and

WHEREAS, the County will establish a "Complete Count Committee" comprised of community leaders to help maximize participation in the 2020 U.S. Census; and

WHEREAS, County staff and the Complete Count Committee will be charged to work with the U.S. Census Bureau to promote the 2020 U.S. Census to all residents of the County and Town/City; and

WHEREAS, the Town/City agrees to participate financially by contributing funds to the County for the 2020 U.S. Census effort.

FOR AND IN CONSIDERATION of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Town/City agrees to contribute _____ Dollars (\$ _____) to the County for the 2020 U.S. Census effort.
2. The Town/City agrees to designate at least one person to serve as liaison for sub-committee work and ensure consistent communication between the Committee and the Town/City.
3. The Town/City agrees to provide in-kind support such as meeting space, administrative services for limited time to support the Complete County Committee efforts.
4. The County agrees to use the funds contributed by the Town/City for expenses directly related to the 2020 U.S. Census effort.
5. The County will issue an invoice to the Town/City for the amount agreed to herein.
6. At the completion of the 2020 U.S. Census effort, any balance of contributed funds will be reimbursed, at a proportional rate, to each contributing town.

IN WITNESS WHEREOF, the parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

COUNTY OF CHATHAM

By: _____ Title: _____

TOWN OR CITY

By: _____ Title: _____

Funding Matrix:

Total amount needed for July 1, 2019- June 30, 2020: \$75,000

	2018 Population Estimates	Percentage of Total	\$75,000
City of Bloomingdale	2,739	0.94%	\$707.14
City of Garden City	8,961	3.08%	\$2,313.50
City of Pooler	23,816	8.20%	\$6,148.69
City of Port Wentworth	7,568	2.61%	\$1,953.87
City of Savannah	145,094	49.95%	\$37,459.60
Town of Thunderbolt	2,637	0.91%	\$680.81
City of Tybee Island	3,079	1.06%	\$794.92
Town of Vernonburg	117	0.04%	\$30.21
Unincorporated	96,490	33.22%	\$24,911.27
Chatham County	290,501		

STATE OF GEORGIA

COUNTY OF CHATHAM

RESOLUTION

A RESOLUTION TO RENEW LEASE BETWEEN THE FEDERAL AVIATION ADMINISTRATION AND GARDEN CITY, GEORGIA, FOR A 400-SQUARE FOOT PARCEL ON BIG HILL ROAD IN GARDEN CITY, GEORGIA, FOR USE AS A TOWER SITE TO OPERATE A LOW-LEVEL WINDSHEAR ALERT SYSTEM.

WHEREAS, the Federal Aviation Administration (the "FAA") has requested Garden City, Georgia, to renew that certain Lease between itself and the City dated September 9, 1999, for the use of a 400-square foot parcel off of Big Hill Road, in Garden City, Georgia, as a tower site to house a Low-Level Windshear Alert System providing critical weather information to air traffic controllers and pilots (the "Lease"), said Lease expiring on September 30, 2019; and,

WHEREAS, the FAA has a continuing need to use the above-mentioned parcel in order to provide an air navigational aid for the benefit of the general local flying public; and,

WHEREAS, the City is willing to renew the Lease under the same terms and conditions for an additional twenty (20) years;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, it is hereby resolved that:

1. The City agrees to renew that certain Lease between itself and the FAA dated September 9, 1999, leasing a 400-square foot parcel off of Big Hill Road in Garden City, Georgia, for use as a tower site to house a 140 foot high mast tower as part of a Low-Level Windshear Alert System providing critical weather information to air traffic controllers and pilots by executing that certain FAA Lease No. 694352-19-L-00018 attached hereto as Exhibit "A" which contains the same general terms and conditions as the original Lease.
2. The City Manager and the City Clerk are hereby authorize to execute, on behalf of the City, the renewal lease to evidence the City's consent thereto.
3. This resolution shall be deemed effective upon adoption.

Passed, adopted and approved this ____ day of August, 2019.

THE CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of August, 2019.

DON BETHUNE, Mayor

EXHIBIT "A"

LAND LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF GARDEN CITY, GEORGIA

**Lease No. 69435Z-19-L-00018
SAV-LLWAS #7
Savannah, GA**

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and with the City Of Garden City, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns. For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DTFA06-98-L-17682 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4-1 Premises (JAN 2017)

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises:

Savannah LLWAS #7

ALL that certain lot, tract or parcel of land situate, lying and being a portion of Lot 49, Section A, in a subdivision of the Happy Discovery Plantation, Eight G.M. District, Garden City, Chatham County, Georgia, also being a proposed wind shear tower site and being more particularly described as follows:

Commencing at the intersection of the northern right-of-way line of Big Hill Road and the western right-of-way line of CSX Railroad, thence along said right-of-way line of Big Hill Road N 89°29'00" W for a distance of 21.75 feet to a point, thence N 22°39'00" W for a distance of 878.62 feet to a point, thence S 67°21'00" W for a distance of 15.00 feet to a point, thence N 22°39'00" W for a distance of 410.62 feet to a point, thence S 67°21'00" W for a distance of 99.07 feet to an iron rod marking the Point of Beginning; thence S 23°16'19" E for a distance of 20.00 feet to an iron rod; thence S 66°43'41" W for a distance of 20.00 feet to an iron rod; thence N 23°16'19" W for a distance of 20.00 feet to an iron rod; thence N 66°43'41" E for a distance of 20.00 feet to the Point of Beginning. Said Parcel contains 400.00 square feet (0.0092 acre). This parcel as a whole is bounded on all side by land now or formerly of Garden City, Georgia.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the Lessor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. And the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

C. And the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on 10/01/2019 and continuing through 09/30/2039 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (JUL 2017)

The Government shall pay the Lessor rent for the premises in the amount of \$200.00 per annum, payable as follows: \$200.00 payable annually to City Of Garden City, P.O. Box 7548 Savannah, Georgia 31418 at the end of each Government fiscal year. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new Lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

LRC-1 – Use and Acceptance

The Government will use the leased property for the purpose of operating, at its own cost and in strict compliance with all applicable local, state, and federal laws and regulations, an air navigational tower as part of its Low Level Wind Shear Alert System providing critical weather information to air traffic controllers and pilots, and/or any mission-critical activities related thereto.

The Government accepts the premises in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs upon the premises demised or any part of them. The Government agrees to make all improvements and repairs at its own cost and expense.

SECTION 3 - GENERAL CLAUSES

3.1 LRC – No Assignment

The Government shall never make, or undertake to make, an assignment of this, or a sublease, or an arrangement of any kind contemplating a use of the premises by third person for any non-mission related purpose. Notwithstanding, the Government may assign its rights and obligations under this Lease to any other governmental agency without the Lessor's consent.

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.16 Failure in Performance (JAN 2019)

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.18-3 Restoration (JUL 2017)

1. The Government shall surrender possession of the premises upon the date of expiration or termination of this Lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

A. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this Lease or any preceding lease (ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

B. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the Government or,

C. Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made, the parties shall enter into a supplemental agreement hereto effecting such agreement.

2. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

3. Nothing in this Lease may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

6.3.25 Quiet Enjoyment (OCT 1996)

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

6.3.30 Hold Harmless (JAN 2019)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default By Lessor (JAN 2019)

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause. If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback - Real Property by Reference (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58), prohibits any person from: (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to the United States Government or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Non-disturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of

trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.37 Notification of Change in Ownership or Control of Land (JUL 2017)

If the Lessor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Lessor or Lessor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

6.3.45 Contract Disputes - Real Property By Reference (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this Lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSES – Not applicable

**SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS
CLAUSES – Not Applicable**

**SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES – Not
Applicable**

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH
CLAUSES**

6.8.1 Hazardous Substance Contamination (JAN 2019)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this Agreement. The Airport agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

SECTION 9 - SECURITY CLAUSES – Not Applicable

SECTION 10 – CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, referencing to the Lease number, and be addressed as follows:

TO THE LESSOR:

City Of Garden City
P.O. Box 7548
Savannah, Georgia 31418

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate Branch,[AAQ-910
1701 Columbia Avenue
College Park, Georgia 30337

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF GARDEN CITY

By: _____

Print Name: _____

Title: _____

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: _____

Title: Real Estate Contracting Officer

Date: _____

**A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO
AUTHORIZE A LICENSE AGREEMENT WITH SYNERGISTIC
SOFTWARE, INC., TO PURCHASE PUBLIC SAFETY SOFTWARE FOR
THE GARDEN CITY POLICE DEPARTMENT; AND FOR OTHER
PURPOSES.**

WHEREAS, the Garden City Police Department is in dire need of updated public safety and records management software; and,

WHEREAS, after the City solicited bids from a number of software vendors to provide the Police Department with adequate support services, Synergistic Software, Inc., submitted the lowest and best bid which meets all of the Police Department's requirements; and,

WHEREAS, the bid and license agreement is for a total cost of \$106,962.00 to be paid over a period of three (3) years, with the last annual installment of \$24,962.00 being refundable if the agreement is cancelled prior to January 1, 2022, and partially refunded if the agreement is cancelled during 2002; includes all software, licenses, data conversions, installation, training, and annual maintenance fees for the first three (3) years; imposes annual maintenance fees for continued use of the licenses after January 1, 2023, at an annual rate of \$12,000.00 subject to yearly increases of the lesser of five (5%) percent and the increase in the U.S. consumer price index for the applicable year; and is terminable at any time by either party with 90 days advance notice in which case any fees due to Synergistic Software, Inc., at the effective date of termination shall be due and payable, including any remainder of minimum subscription period fees and financed perpetual license fees (excepting the above-mentioned \$24,962.00), with all prepaid support or maintenance fees being refunded to the City; and,

WHEREAS, Section 1.12 (39) of the City's Charter gives the City the power and authority to enter contracts and agreements with other governmental entities and with private persons, firms, and corporations; and,

WHEREAS, said matter having been considered;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, that the License Agreement with Synergistic Software, Inc., attached hereto as Exhibit "A" and incorporated herein as if fully set forth, for the purchase of the public safety software for the Garden City Police Department at a total cost of \$106,962.00 is approved, with payment of \$12,000.00 on the date the Agreement is executed, \$35,000.00 for FY 2020, \$35,000.00 for FY 2021, and \$24,962.00 for FY 2022, being authorized, and to be paid from amounts budgeted for the Police Department from the City's General Operating Fund.

BE IT FURTHER RESOLVED that the City Manager be, and is hereby authorized, empowered, and directed to execute said License Agreement with Synergistic Software, Inc., and to do all acts and things necessary in order to ratify, confirm and carry out the purposes and intent of this Resolution.

SO RESOLVED, this 19th day of August, 2019.

CITY OF GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES,
CLERK OF COUNCIL

RECEIVED AND APPROVED this 19th day of August, 2019.

DON BETHUNE
MAYOR, GARDEN CITY, GEORGIA

EXHIBIT "A"

Synergistic Software, Inc.
(888-743-8774)

License Agreement #17892

Schedule 1 – INTRODUCTION

LICENSE AGREEMENT #17892

Between

Synergistic Software, Inc.
251 Villa Rosa Rd
Temple, GA 30179

And

City of Garden City (Police Department)
100 Central Avenue
Garden City, GA 31405

Garden City Police Department, ("CLIENT") and Synergistic Software, Inc. ("SSI") agree that CLIENT will purchase Licensed Software from SSI, and SSI will render for CLIENT services set forth in the schedules attached hereto, for the charges shown therein, in Exhibit B.

This contract relates exclusively to CLIENT'S data processing facility. Whereas, CLIENT presently owns or will own its computer system and/or linkage hardware/software at the active address and desires SSI to provide services as set forth hereafter, and SSI desires to be engaged by CLIENT to provide such services.

Schedule 2 – TERMS & CONDITIONS

Now, therefore, in consideration of the mutual promises and covenants hereinafter contained, it is agreed as follows:

CHARGES – All charges shall be paid as set forth in the attached schedules. See Exhibit A for detailed description of Licensed Software, products, or service being delivered under this Agreement. If the terms of payment are not specified there, charges shall be paid no later than thirty (30) days after complete installation of all items listed in Schedule 1.

WARRANTIES – Except as specifically set forth in this Agreement and the schedules attached hereto, SSI makes no representations or warranties, expressed or implied, including, without limitation, the warranties of merchantability, or fitness for a particular purpose. SSI shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the license program, if it is either misused and/or damaged in any respect or if CLIENT has not reported such nonconformity or defect promptly upon discovery thereof.

LIABILITY – SSI's entire liability and CLIENT'S exclusive remedy shall be as follows:

To the extent permitted by Georgia law, SSI shall not be liable to CLIENT or any other person using its system for any claim or damage arising, directly or indirectly, from the furnishing of services or equipment pursuant to this Agreement or from interruption or loss or loss of use thereof, of from any other cause except as to CLIENT only for the loss resulting from gross negligence or willful misconduct of SSI and or its employees. To the extent permitted by Georgia law, under no circumstances shall SSI be liable for consequential or other remote damages resulting from operations losses or other economic loss in connection with services rendered by SSI hereunder. To the extent permitted by Georgia law, if SSI is found to be liable, the

maximum extent of monetary damages will not exceed the monthly operational hardware and software support fees and/or charges by SSI.

SSI shall not be liable for any failure to perform its obligations under this Agreement if prevented by doing so by cause or causes beyond its control including but not limited to Acts of God, severe weather, contamination, governmental or military action or authority, accident or explosion.

It is agreed by and between SSI and CLIENT that, in the event of any failure by SSI to carry out an obligation set forth in this license agreement, directly or indirectly by SSI of any provision of this agreement monetary damages may not afford CLIENT an adequate remedy, and irreparable harm may be presumed. Accordingly, CLIENT may be entitled to secure an injunction against any such breach by SSI.

AGREEMENT – This agreement supersedes all prior proposals, oral or written, all previous negotiations, and all other communication or understanding between SSI and CLIENT with respect to the subject matter hereof. This Agreement sets forth the sole and entire understanding between SSI and CLIENT with respect to the subject matter and may not be modified in any manner except in writing and signed by authorized representatives of both parties.

This Agreement shall be binding upon and shall insure solely to the benefit of the parties hereto and their respective successors and (to the extent specified in the assignment) assignees, and not for the benefit of any other person or legal entity. Neither CLIENT, nor SSI, shall assign the Agreement without first obtaining the prior written consent of the other, which consent shall not be unreasonably withheld.

RELATIONSHIP – The relationship between SSI and CLIENT created by this Agreement shall be that of Independent contractors, and nothing contained herein shall be construed as constituting a partnership, employer-employee relationship, joint venture or agency between SSI and CLIENT.

PROPRIETARY INFORMATION – SSI will use reasonable security measures to safeguard the secrecy of CLIENT's proprietary information to which SSI obtains access by reason of this Agreement. SSI security measures shall include, but not be limited to, appropriate secrecy agreements between SSI and its employees who may have access to CLIENT's proprietary information and CLIENT shall be considered a third-party beneficiary thereto.

TRADE SECRETS – SSI's physical security system, access control system, and user's documentation are trade secrets and shall not be used or disclosed to a third party by CLIENT for any purpose other than as absolutely necessary to perform this Agreement. All documentation shall remain the property of SSI and CLIENT, by this Agreement, receives no proprietary interest therein. SSI understands that Client is a government entity subject to the Georgia Open Records Act, and County will comply with said Act. The burden shall be on SSI to follow the requirements of the Act insofar as SSI seeks to protect trade secrets or other proprietary information.

APPLICABLE LAW – This Agreement shall be governed by the laws of the State of Georgia. Should any of its provisions or portions here of be invalid under any applicable statutes or rule or law, they are to that extent to be deemed omitted. Notices to parties shall be in writing and delivered by certified mail, return receipt requested with proper postage affixed.

Attorneys' Fees. In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

BINDING EFFECT – Each party hereto acknowledges that they or their officers have read this Agreement, understand and agree to be bound by its terms and further agree that it is the complete and exclusive

statement of the Agreement between the parties relating to the subject matter of this Agreement.

ACCESS TO SYSTEMS – CLIENT shall provide SSI remote access to SSI's provided systems in a satisfactory manner to facilitate the SSI's successful fulfillment of its obligations in this Agreement. Where failure to provide satisfactory results in the inability of SSI to adequately fulfill its obligations, SSI shall not be held in any form of breach under this Agreement.

At all times, CLIENT will be provided full, unrestricted access to the system database. At no time, will information in the database be encrypted, with exception to areas required as a security feature by SSI, such as user passwords.

TECHNICAL SUPPORT SERVICES – SSI will provide technical support as necessary to SSI systems so long as CLIENT is in good standing with all SSI charges and CLIENT has an active technical support plan. Technical support will be provided on a best efforts basis and may require onsite work to be determined by SSI.

TERMINATION – SI has the right to terminate this Agreement and cease providing the License and Services for reasons due to non-payment of CLIENT. Either party has the right to terminate this Agreement for any reason with 90 days prior written notice to the other party. If this Agreement is terminated occurs, SSI will leave all client data accessible in a database with full access credentials. Should CLIENT terminate this Agreement without full payment of any perpetual, subscription, or transaction-based license fees, CLIENT agrees to cease use of any subscribed or purchased products or services. Upon termination of this Agreement CLIENT agrees to cease use of any subscription or transaction-based licensed products in use. CLIENT also accepts that SSI will no longer allow or support connectivity to SSI's shared servers, websites, or services nor will SSI provide support for the purchased or subscribed products or services. SSI hereby states that CLIENT'S data is CLIENT'S PROPERTY. CLIENT is responsible the backup and security of data. SSI retains complete rights to ownership and use of all websites or hosted internet platforms which may have been used in conjunction with SSI products by CLIENT. CLIENT may continue use of on-subscription perpetual licensed products for which fees have been paid in full, without support for any product features to the aforementioned shared servers, websites and services withstanding. Any fees due SSI at date of effective termination are due to SSI, including any remainder of the minimum subscription period fees or financed perpetual license fees. Any remainder in prepaid support or maintenance fees at effective date of effective termination shall be refunded to CLIENT within 60 days of effective termination. Any data subject to possible future disclosure as it pertains to the Records Retention Act, not in existence on CLIENT's accessible systems, shall be made available to CLIENT with seven (7) days of termination. No action shall be taken by SSI to make CLIENT's access to existing CLIENT data, or provided CLIENT data from shared servers, unreadable, inaccessible, encrypted, or intentionally difficult decipher. SSI understands that CLIENT has a statutory obligation to maintain working access to any Records Retention Act qualifying data/records, and that some systems must remain accessible after termination to meet CLIENT's obligations. SSI will take no action(s) whatsoever to reduce or eliminate CLIENT's ability to meet these obligations.

This Agreement is intended to be a multi-year contract and as such is subject to the terms and conditions of O.C.G.A. §36-60-13; thus, notwithstanding any other provision of this Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the CLIENT on December 31st of the calendar year in which it was executed and at the close of each succeeding year for which it may be renewed. Subject to this provision, unless the CLIENT gives written notice to SSI on or before November 30th of any year in which this Agreement is in effect, the Agreement will automatically renew for the following calendar year until the Agreement is otherwise terminated as provided in this Agreement.

Schedule 3 – TECHNICAL SUPPORT

This Agreement is intended to be part of the attached Master Agreement made and entered into by and between CLIENT and SSI.

1. DEFINITIONS

1.1 Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below:

1.2 "Error." A programming error, logic error, or defect within the Licensed Software which causes it to operate incorrectly or otherwise not in conformity with the associated Documentation and that is reproducible by SSI from the Licensed Software delivered hereunder.

1.3 "Fix." The repair or replacement of Object Code versions of the Licensed Software to remedy an Error.

1.4 "Priority Error." An Error which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail.

1.5 "Update." A maintenance release of the Licensed Software and/or released revisions to the Licensed Software which are intended to improve efficiency or to incorporate additional or alternative functionality, such release being denoted as a Licensed Software Update by SSI in its generally published programs and policies.

1.6 "Upgrade." A new release of the Licensed Software which incorporates substantial additional or alternative functionality.

1.7 "Workaround." A change in the procedures followed or data supplied by a Licensed Software user to avoid an Error without substantially impairing use of the Licensed Software.

2. TECHNICAL SUPPORT SERVICES

2.1. Error Correction. SSI agrees to provide to CLIENT Priority Error correction services as described below, provided that CLIENT maintains active maintenance contracts or subscriptions for the System(s) listed in Exhibit B. CLIENT must provide notice of the Priority Error sufficient for SSI to reproduce same with SSI's master copy of the Licensed Software.

2.1.1. Priority Errors. Within (1) business days of learning of a Priority Error, SSI shall assign SSI engineers to investigate and begin work to repair the Priority Error; provide CLIENT with periodic reports on the status of the corrections; and initiate work to provide SSI with a Workaround or Fix.

2.1.2. Errors. Within (3) business days of learning of an Error as determined by SSI engineers, SSI shall assign SSI engineers to investigate and begin work to repair the Error and initiate work to provide CLIENT with a Workaround or Fix.

2.1.3. SSI shall use commercially reasonable efforts to include the Fix for all Errors Identified by SSI personnel in the next regular maintenance release.

- 2.1.4. Errors not Caused by the Licensed Software, invalid or improper configuration. If SSI reasonably believes that a problem reported by CLIENT may not be due to an Error in the Licensed Software, SSI will so notify CLIENT. At that time, CLIENT may (i) instruct SSI to proceed with problem determination at its possible expense as set forth below, or (ii) instruct SSI that CLIENT does not wish the problem pursued at its possible expense. If CLIENT requests that SSI proceed with problem determination at its possible expense and SSI reasonably determines that the Error was not due to an Error in the Licensed Software, SSI shall immediately stop further work and so inform CLIENT, and CLIENT shall pay SSI, at SSI's then-current consulting rates, for all work performed in connection with such determination, plus actual and reasonable expenses incurred therewith. CLIENT shall not be liable under this Section 2.1.3 for problem determination or repair to the extent that problems are due to Errors in the Licensed Software, nor shall CLIENT be liable for work performed under this Section 2.1.3 in excess of its instructions or after CLIENT has notified SSI in accordance with the terms hereof that it no longer wishes work on the problem determination to be continued at its possible expense.
- 2.2. Updates. SSI shall provide to CLIENT at no additional charge copies (by way of implementation) of every Update at the time SSI makes such Update generally available to other customers.
- 2.3. Upgrades. SSI shall continue to make available to CLIENT copies of every Upgrade pursuant to an active technical support agreement for the said product. Following the release of any Upgrade, SSI shall continue to provide technical support services only for the then-current Upgrade and the version or Upgrade immediately prior to the then-current Upgrade. Upgrades for some products may include new features, modules, and functionality. Some products may require the purchase of additional features for use.
- 2.4. Telephone Support. SSI shall provide reasonable telephone consultation with respect to the Licensed Software to CLIENT during SSI's normal business hours (8am-5pm Eastern) for system down errors. SSI will also provide non-business hours support via phone where CLIENT may contact SSI and an SSI technician will be paged with the issue.
- 2.5. Technical Contacts. CLIENT will designate one of its employees as its principal technical contact for technical issues related to this Agreement. CLIENT may change its technical contact upon giving written notice to the other party of the name of the new technical contact.
- 2.6. End-Users Support. The technical support services to be rendered by SSI hereunder shall be rendered primarily to technical contact and secondarily End-Users. Communications and transactions with End-Users shall be the sole responsibility of CLIENT.
- 2.7. Exclusions. Notwithstanding any other provisions of this Agreement to the contrary, the technical support obligations of SSI shall not apply to Errors due to any of the following: (i) misuse of the Licensed Software, (ii) unauthorized modification of the Licensed Software, (iii) failure by End-Users to utilize compatible computer and networking hardware and software, (iv) interaction with software or firmware not provided by SSI, (v) any change in applicable operating system software, or (vi) the failure of a CLIENT to allow SSI to install any Update or to maintain Upgrade levels at least to the release immediately prior to the then-current Upgrade.

Synergistic Software, Inc.
(888-743-8774)

License Agreement #17892

ACCEPTANCE and AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Synergistic Software, Inc.
SSI

By: _____

Title: President

Date: _____

City of Garden City
CLIENT

By: _____

Title: _____

Date: _____

EXHIBIT A

1.0 FEES

- 1.1.1 The System(s) listed herein and in reference to in SSI's quotes in any following addendums for a perpetual use license for InterOp® RMS Site License and Twenty Five (25) InterOp® Mobile licenses and associated derivatives, licensed to CLIENT, along with support/maintenance fees for System(s), shall be paid by CLIENT per the following payment schedule:

Installment 1 – Due upon contract execution	-	\$12,000.00
Installment 2 – Due January 1, 2020	-	\$35,000.00
Installment 3 – Due January 1, 2021	-	\$35,000.00
Installment 4 – Due January 1, 2022 **see note	-	\$24,962.00

** CLIENT may request cancellation of the perpetual license purchased under this Agreement, forgoing the fees due in Installment 4 above. Should CLIENT cancel the perpetual license under this Agreement after 1/1/2022 and before 1/1/2023, SSI will refund a prorated portion of the 2022 perpetual license fee remaining balance per cancellation date. CLIENT may also request to have Installment 4 and associated fees billed in quarterly increments of \$6,240.50 beginning 1/1/2022. Maintenance fees for continued use of the perpetual license after January 1, 2023 shall be billed at an annually recurring rate of \$12,000.

- 1.1.2 Fees for the services and services described herein of the System(s), include maintenance, updates, enhancements and new features integrated into CLIENT's InterOp® licensed products in future releases while CLIENT maintains an active subscription or maintenance period. Such fees do not include new products external to these products or third-party licensing costs. CLIENT will be responsible for any hardware not specifically listed below, or third-party software costs other than those specifically listed. SSI will make CLIENT aware of any such hardware requirements prior to the implementation of new feature sets/upgrades.
- 1.1.3 SSI reserves the right to increase/decrease the Client's annual support fee as needed for period(s) not specified in the Agreement. SSI agrees it will not increase the fees stated in this section 1.1.1 for the products listed in Exhibit B, for a period of three (3) years. SSI will provide Client with 180 days' notice prior to renewal of such intentions. Under no circumstance, shall SSI increase annual fees by the lesser of 5% of US Annual Consumer Price Index increase for that year.

EXHIBIT B

1.0 Products and Services

1.1 CLIENT will be responsible for any hardware, i.e. laptops, mounts, servers, thermal printers and etc beyond what is specifically listed below as well as third party vehicle installation.

Products:

InterOp RMS Site License
InterOp Mobile 25 Licenses
InterOp CrimiNet (2 Positions)

Services:

- 1 Citation Export to Court (if available)
- 1 Data Conversion from MDS
- 1 Upgrade to NIBRS when available
- 1 NCIC Integration
- 1 Training
- 1 Installation

STATE OF GEORGIA

RESOLUTION

COUNTY OF CHATHAM

WHEREAS, Georgia Southern University, Herty Advanced Materials Development Center ("Herty AMDC"), desires to enter into a new five-year agreement with the City for the receipt, treatment, and disposal of Herty AMDC's pre-treated waste materials, in place of that certain agreement between the City and Herty Foundation dated May 31, 1973, as subsequently amended or modified, for the purpose of increasing its daily average flow and daily maximum flow of industrial and domestic waste water into the City's Water Pollution Control Plant from 100,000 gallons per day to 200,000 gallons per day; and,

WHEREAS, the agreement attached hereto as Exhibit "A" is the product of the negotiations between the management and legal representatives of the City and Herty AMDC, the goals of which were to accommodate Herty AMDC's need for increased capacity in excess of the pre-treated industrial wastewater flow authorized by the current agreement between the City and Herty AMDC, and to compensate the City for the extra services being provided to Herty AMDC;

WHEREAS, the Mayor and Council have found the negotiated agreement not to impair the capacity of the City's Water Pollution Control Plant to handle the wastewater treatment needs of planned development likely to occur with the City's limits, nor to create the likelihood that the Plant will violate applicable water pollution regulations; and,

WHEREAS, the Mayor and Council have further found the negotiated agreement to suitably and fully compensate the City for the extra services being provided thereunder to Herty AMDC; and,

WHEREAS, the City is authorized to enter into the negotiated agreement pursuant to the Constitution and laws of the State of Georgia;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, and it is hereby resolved:

1. The City shall enter into the agreement attached hereto as Exhibit "A" with Herty AMDC setting forth the terms and conditions for the City's receipt, treatment, and disposal of Herty AMDC's pre-treated waste materials.
2. The City Manager is hereby authorized to execute, on behalf of the City, the agreement attached hereto as Exhibit "A" in the name of the City, with the Clerk of Council's attestation to said Manager's signature.

SO RESOLVED this 19th day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 19th day of August, 2019.

DON BETHUNE, Mayor

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2019, between GARDEN CITY, GEORGIA, a municipal corporation created under the laws of the State of Georgia, hereinafter referred to as the "City," and GEORGIA SOUTHERN UNIVERSITY, HERTY ADVANCED MATERIALS DEVELOPMENT CENTER, a corporation organized and existing under the laws of the State of Georgia, and authorized to transact business in the State of Georgia, hereinafter referred to as "Herty AMDC" or "Herty Foundation."

W I T N E S S E T H:

WHEREAS, the City owns and operates a Publically Owner Treatment Works (POTW) including a sewerage system and wastewater treatment facility or "Water Pollution Control Plant" (i.e. WPCP) for the collection and treatment of wastewater; and,

WHEREAS, on May 31, 1973, the City entered into an Agreement with Herty Foundation, to receive, treat, and dispose of the Foundation's pre-treated waste up to a maximum flow of thirty-six thousand (36,000) gallons per day from its facilities located at 110 Brampton Road, Savannah, Georgia 31408, Chatham County, Georgia, into the sewerage system of the City; and,

WHEREAS, on November 1, 1991 (First Supplemental Sewage Treatment Agreement Between Garden City and Herty Foundation), the City entered into an Agreement with Herty Foundation, to receive, treat, and dispose of the Foundation's pre-treated waste up to a maximum flow of seventy thousand (70,000) gallons per day; and,

WHEREAS, Herty Foundation on October 31, 1992, exercised the option included in the November 1, 1991 Agreement (First Supplemental Sewage Treatment Agreement Between Garden City and Herty Foundation), to increase the quantity of pre-treated wastewater up to a maximum flow of one hundred thousand (100,000) gallons per day; and,

WHEREAS, in 2012 The State of Georgia transferred management of Herty Advanced Materials Development Center to Georgia Southern University; and,

WHEREAS, on September 21, 2016, Georgia Southern University requested a modification for Industrial Pretreatment Permit GAP50302 by Georgia Department of Natural Resources Environmental Protection Division to increase the daily average flow and daily maximum flow to two hundred thousand (200,000) gallons per day; and,

WHEREAS, on October 12, 2016, Herty Advanced Materials Development Center, Georgia Southern University; obtained a Draft Permit Modification for Industrial Pretreatment Permit No. GAP050302, issued by Georgia Department of Natural Resources Environmental Protection Division, that increases the daily average flow and daily maximum flow to two hundred thousand (200,000) gallons per day, and,

WHEREAS, on January 11, 2017, Georgia Department of Natural Resources Environmental Protection Division, issued a modified Industrial Pretreatment Permit No. GAP050302 to Georgia Southern University; Herty Advanced Materials Development Center, increasing daily average flow and daily maximum flow to two hundred thousand (200,000) gallons per day, and,

WHEREAS, Georgia Southern University; Herty AMDC has operated its facility and discharged wastewater in excess of 100,000 gallons per day average monthly flow seven months during the period January 2017 through March 2019, exceeding the wastewater discharge allowed by the amended November 1, 1991 Agreement (First Supplemental Sewage Treatment Agreement Between Garden City and Herty Foundation); and,

WHEREAS, Georgia Southern University; Herty AMDC desires to increase its discharge of industrial and domestic wastewater discharge flow from one hundred thousand (100,000) gallons per day to a flow of two hundred thousand (200,000) gallons per day daily maximum flow and monthly average daily flow, into Garden City POTW; and,

WHEREAS, Georgia Southern University; Herty AMDC desires to enter into an agreement with the City on the terms and conditions hereinafter stated, pursuant to which the City shall treat and dispose of pre-treated industrial wastewater; and

WHEREAS, the City has found that it would be suitably compensated by Georgia Southern University; Herty AMDC for the extra service which the latter has required; and,

WHEREAS, the City and Georgia Southern University; Herty AMDC determined that they are authorized to enter into this contract by the Constitution and Laws of the State of Georgia.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, benefits and agreements herein contained, the parties hereto mutually agree as follows:

ARTICLE I

1. This Agreement supersedes all previous Agreements with Herty Foundation and Herty AMDC.

ARTICLE II

1. This Agreement shall be for a period of five (5) years to coincide with the renewal dates established in the Industrial Pretreatment Permit No. GAP050302 unless otherwise terminated or extended as provided herein. Garden City and Georgia Southern University; Herty AMDC hereby agree that such duration is reasonable and necessary in light of the purposes of this Agreement.

ARTICLE III

1. The City shall receive, treat and dispose of Georgia Southern University; Herty AMDC's domestic sanitary wastewater and pretreated industrial wastewater as outlined herein. Georgia Southern University; Herty AMDC agrees to construct pretreatment, sampling and metering facilities as may be required by the City and the design plans for the pretreatment and monitoring facilities must be submitted for review by the City and be approved in writing by the City prior to installation. In accordance with Part I, Section A of the Industrial Pretreatment Permit No. GAP050302 dated January 11, 2017 for Georgia Southern University; Herty AMDC facility, Georgia Southern University; Herty AMDC is permitted to discharge a maximum 30-day average daily flow up to 0.200 MGD (Million Gallons per Day), (or 200,000 gallons per day) of pre-treated industrial wastewater including domestic wastewater from its facility to the City's POTW. A copy of Permit No. GAP050302 is included as Exhibit A. All waste delivered to the City's POTW shall be subject to pretreatment consisting of screening, settling, flow and strength equalization, oil and grease removal and neutralization, and shall be in strict compliance with all rules, regulations, statutes, ordinances and other requirements as the City may adopt in regulation of the treatment of sewage discharging into the City's POTW including those set forth in this Agreement.

2. Georgia Southern University; Herty AMDC may discharge up to 0.200 MGD average daily flow while maintaining an Industrial Pretreatment Permit from the State of Georgia EPD, which allows for increase in discharge flowrate, and upon payment of required tap fees to the City to increase the capacity from 100,000 gallons per day to 200,000 gallons per day as outlined in Article VI.

3. In addition to the aforementioned discharge limitation (the "Discharge Limitations"), Georgia Southern University; Herty AMDC shall not discharge into the City's sewerage system any wastewater that exceeds concentration limits for parameters specified in Garden City Pretreatment Effluent Limits, attached hereto as Exhibit B, or containing any characteristics in a quantity determined to be excessive by the City in its sole judgment including, but not limited to the following:

a. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.

b. Any water or waste which may contain more than 100 parts per million (ppm), by weight of fat, oil or grease or any water or waste containing oil, grease or other substances that will solidify or become viscous at temperatures between 32 degrees and 150 degrees Fahrenheit.

c. Any gasoline, benzene, naphtha, fuel oil, motor oil, mineral spirits, commercial solvent or other flammable or explosive liquid, solid or gas.

d. Any water or waste that contains more than ten (10) parts per million (ppm) by weight, of gases such as hydrogen sulfide, sulfur dioxide or nitrous oxide; any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood, paunch, manure, hair and fleshings, entrails, lime slurry, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste, bulk solids or any other solid or viscous substance capable of

causing obstruction to the flow in the sewers or other interference with the proper operation of the City ' s sewerage system and the WPCP.

e. Any waters or wastes having a pH lower than 6.0 or higher than 9.0 (or as required by the Industrial Pre-Treatment Permit) at any time or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the Publically Owned Treatment Works (POTW).

f. Any wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any of the sewerage treatment process or to constitute a hazard to humans or animals or to create any hazard in the receiving waters of the WPCP.

g. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the WPCP.

h. Any noxious or malodorous gas or substance capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection, and repair.

i. Any waters containing quantities of radium, naturally occurring or artificially produced by radioisotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation Protection and Measuring.

j. Any concentrated dye waste, spent tanning solutions or other wastes which are highly colored or wastes which are of unusual volume, concentration of solids or composition that may create obstructions to the flow in sewers or other interference with the proper operation and treatment of effluent of the sewer system of the WPCP.

k. Any water waste which cannot be or sufficiently treated and which causes the WPCP effluent to fail to meet the requirements of agencies having jurisdiction over discharge to the receiving waters.

l. Any water or waste which the City determines is capable of causing interference with the proper operation of the WPCP.

m. Any waters or waste in volumes or with constituents, such that after dilution in the existing municipal sewage, the sewers or the WPCP would be affected to the detriment of the City.

ARTICLE IV

1. The treatment of Georgia Southern University; Herty AMDC's wastewater, as defined herein, by the City shall be of such type and degree as may be necessary to provide a minimum of primary treatment meeting industrial pretreatment permit limits or equivalent at all times. In the event that during the term of this Agreement, Georgia Southern University; Herty

AMDC shall require capacity in excess of the authorized pre-treated industrial wastewater flow as specified in Article III of this Agreement and/or the "Discharge Limitations specified in the aforementioned Industrial Pretreatment Permit, and provided that the regulatory agency has authorized such permit changes, the City agrees to renegotiate in good faith such maximum limits and the compensation, terms and conditions on which the treatment shall be rendered. Furthermore and with it being understood that the City shall be under no obligation to renegotiate the Agreement if in the City's sole discretion the City determines that the capacity of its system will be exceeded after factoring in planned development likely to occur within the corporate limits of Garden City during the relevant time period, the City shall not be under any obligation to increase the existing capacity or treatment capability of the WPCP unless suitably compensated by Georgia Southern University; Herty AMDC on such terms and conditions as may be acceptable to the City.

ARTICLE V

1. For the purpose of monitoring characteristics of its pre-treated industrial wastewater discharge, Georgia Southern University; Herty AMDC shall maintain records of discharge analyses and flow according to the requirements of the Industrial Pretreatment Permit No. GAP050302 dated January 11, 2017 and parameters listed below. If any sample exceeds the "Discharge Limitations" specified in the Industrial Pretreatment Permit or Garden City Pretreatment Effluent Limits, then such daily discharge in excess of said amounts shall be immediately reported to the City in writing within 24 hours by furnishing the City with the analytical data and flow records.

For every month of the year, Georgia Southern University; Herty AMDC shall furnish copies of each discharge analysis, copies of daily operational bench sheets, and daily wastewater flow measurement records to the City. The records shall be furnished in a consolidated statement by the 20th day of the following end of the previous month.

At a minimum the following parameters shall be included in the monthly monitoring reports submitted to the City:

- Daily Flow (gpd)
- BOD₅ (mg/L)
- COD (mg/L)
- TSS (mg/L)
- pH (S.U.)
- TKN (mg/L)
- Ammonia (mg/L)
- Phosphorus (mg/L)
- FOG (Fats, Oil, and Grease) (mg/L)
- Flow meter calibration records (furnished once per year)

All measurements, tests, and analyses of the characteristics of water and wastes to which reference is made in this Agreement shall be determined in accordance with applicable specifications and technical standards. The samples of wastewater shall be collected after pretreatment at a specified control manhole prior to commingling of industrial and domestic sanitary wastewater. The flow

measuring device and sample manhole shall be situated at a suitable and satisfactory location and built in a manner approved by the City. The City shall have 24-hour access to the sampling manhole to conduct its own sampling of Georgia Southern University; Herty AMDC's effluent. Georgia Southern University; Herty AMDC shall provide the name and 24-hour emergency contact information for two staff members familiar with the industrial pretreatment operation and who have access to the Georgia Southern University; Herty AMDC industrial treatment facility. The cost of making all analyses of the samplings by the City shall be at the cost of Georgia Southern University; Herty AMDC and the City shall bill Georgia Southern University; Herty AMDC for the cost of the same.

Herty AMDC Contacts:

Primary Contact	Richard Robbins	Phone (912) 963-2652
Secondary Contact	Alexander A. Koukoulas, Ph.D.	Phone (912)-963-2553
Secondary Contact	Robert L. Whitaker, VP, GSU	Phone (912) 478-5491

2. The City shall be furnished with complete plans and specifications of Georgia Southern University; Herty AMDC's pretreatment and monitoring facilities as well as plan and profile information for Georgia Southern University; Herty AMDC connection to the monitoring/control manhole for its review and approval in addition to the approval of the State or any other governmental agency which is required to approve the same. The approval of the City of the type, kind, and capacity of the pretreatment facilities shall not relieve Georgia Southern University; Herty AMDC of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish the pretreatment required by any other regulatory agency having jurisdiction over this matter. The pretreatment facilities operated by Georgia Southern University; Herty AMDC shall be maintained continuously in satisfactory and effective operation by Georgia Southern University; Herty AMDC at its own expense. During the construction phase of the project, the City shall have the right to inspect Georgia Southern University; Herty AMDC pretreatment system and operations for the purpose of determining compliance with the terms of this Agreement and the approved plans/specifications.

3. The flowrate and totalized flow recorded by and electromagnetic flowmeter and totalizer installed on the effluent force main at Georgia Southern University; Herty AMDC pump station will form the basis for calculation and subsequent payment of sewer usage charges for the facility as hereinafter set forth.

4. Georgia Southern University; Herty AMDC will install at its expense a City approved electromagnetic flow flowmeter with a continuously recording totalizing and composite sampler. The magnetic flowmeter indicator will be located in a panel at Georgia Southern University; Herty AMDC pump station and designed to indicate the flowrate in gallons per minute and totalized flow in gallons. The flowmeter indicator shall have a 4-20 mA analog output connection for a composite sampler connection. The flowmeter shall be calibrated at least once per year and calibration records shall be provided to the City within 30-days after the date of calibration. Georgia Southern University; Herty AMDC will be responsible for maintaining the accuracy and reliability of the flowmeter in accordance with Industrial Pretreatment Permit No. GAP050302 dated January 11, 2017, but the City may inspect the flowmeter for accuracy and

reliability at any time. Georgia Southern University; Herty AMDC understands that the City's ownership and maintenance responsibility ends at the termination point of Georgia Southern University; Herty AMDC private sewage force main located at 153 Main Street, Garden City, Georgia 31408. The existing pump station, sewer lateral, flow meter and sampling devices, and private force main, located within and outside of the right of way limits will be maintained by Georgia Southern University; Herty AMDC at its own cost. In the event that Georgia Southern University; Herty AMDC fails to promptly repair, replace or maintain the flowmeter and sampling devices, the City, in the exercise of its sole discretion, shall be immediately entitled, but not obligated, to perform or cause to be performed such repairs, replacement or maintenance without incurring any liability to Georgia Southern University; Herty AMDC for any damage caused thereby, and Georgia Southern University; Herty AMDC shall pay to the City upon demand the cost thereof.

5. At all times throughout the term of this Agreement, authorized employees of the City shall be permitted to enter and inspect Georgia Southern University; Herty AMDC's pretreatment facilities, control manhole, automatic sampler, flow meter and metering system for the purpose of inspection, observation, measurement, sampling and testing in order to carry out the terms and provisions of this Agreement after giving reasonable notice to Georgia Southern University; Herty AMDC.

ARTICLE VI

1. In order for Georgia Southern University; Herty AMDC to reserve capacity in the City's WPCP and to increase the wastewater discharge from one hundred thousand (100,000) gallons per day to two hundred thousand (200,000) gallons per day including industrial wastewater and domestic wastewater from the facility, Georgia Southern University; Herty AMDC shall pay to the City a sewer tap fee in accordance with the City's applicable ordinances based on an incremental flow of one hundred thousand (100,000) gallons per day resulting in a 200,000 gallon per day total flow. The sewer tap fee amount of Three Hundred Twenty Five Thousand Six Hundred Fifty and 00/100 Dollars (\$325,650.00) for the incremental increase of flow of 100,000 gallons per day is payable upon the execution of this Agreement, the receipt of which is hereby acknowledged.

2. In addition to the foregoing sewer tap fees, Georgia Southern University; Herty AMDC shall pay to the City a monthly base charge and usage charge in accordance with the City's applicable water and sewer rate schedule. The monthly base charge REU shall be 667 REUs based on 200,000 gpd average daily flow and maximum daily flow. The City shall have the right to adjust the base charge annually to reflect any increased cost in the operating expenses of its WPCP. Furthermore, the City may adjust its water and sewer usage rates and/or the water and sewer base charges at any time, if discharge conditions warrant, in accordance with applicable ordinances.

3. In the event that at any time during the term of this Agreement, more restrictive water pollution regulations are imposed by any governmental agency with which the WPCP is required to comply and additional capital expenditures are required to achieve compliance, the City shall have the right to renegotiate the terms of this Agreement. In such event, if the City and Georgia Southern University; Herty AMDC are unable to agree upon the terms of a new

Agreement, in which Georgia Southern University; Herty AMDC accepts an equitable rate increase, the City shall have the option of terminating this Agreement on the day immediately preceding the date of initial operation of the modified WPCP facility.

4. Without prejudice to such other rights or remedies that the City might lawfully avail itself or exercise in the event of failure on the part of Georgia Southern University; Herty AMDC to pay its utility bill by the due date specified on the monthly bill, the City shall have the right, upon the giving of ten (10) days' advance notice in writing to Herty AMDC of its intention to do so, to discontinue sewer service to Georgia Southern University; Herty AMDC until such time as said bill is paid. Service shall be reconnected after delinquencies in Georgia Southern University; Herty AMDC's sewer account, including any Permit and/ or Inspection Fees for reconnection of the sewer (which fee amount shall not exceed the actual cost to the City for such reconnection), have been paid.

5. As part of the consideration for the making and performing of this Agreement, Georgia Southern University; Herty AMDC waives and relinquishes any and all rights to contest, now or in the future, the fees and rates of charge established hereunder. Georgia Southern University; Herty AMDC agrees that the fees and rates of charge established hereunder are reasonable, valid, and enforceable.

ARTICLE VII

1. Discharge of certain high strength wastewater from Georgia Southern University; Herty AMDC into the sewer system shall be assessed a monetary surcharge, in addition to the normally required sewer use charges, in an amount to be calculated as shown below. "High strength wastewater" is defined as wastewater which contains BOD, COD, TSS, ammonia, and FOG in excess of those provided in Exhibit B Pretreatment Effluent Limits.

2. The parameters shall be determined by the utilization of the sampling and testing procedures as adopted by Georgia Environmental Protection Division. The amount of the surcharge, for discharging high strength wastewater into the sewer system, shall reflect the cost incurred by the City in handling the excess BOD, COD, TSS, ammonia, and FOG. This surcharge shall include a proportionate share of charges for maintenance and operation of the wastewater treatment facilities, including depreciation and other incidental expenses.

a. Formula. When the concentrations of the surcharged parameters (i.e., BOD, COD, TSS, ammonia, and FOG), exceed the values of the constituents as set forth in Exhibit B Pretreatment Effluent Limits, the excess concentrations shall be subject to a surcharge in the amount derived in accordance with the following formula:

$$P \times D \times 8.34 \times C = \$/\text{month}$$

Where:

"P" is equal to the concentration in mg/l of the parameter being evaluated (BOD, COD, TSS, ammonia, and FOG), which is in excess of the amounts shown in Exhibit B Pretreatment Effluent Limits.

"D" is equal to the user's monthly water consumption in millions of gallons as determined from the user's monthly water meter or sewage flow meter readings.

"8.34" is a conversion factor.

"C" is equal to the unit cost in dollars per pound (\$/lb.) for the treatment of the surcharged parameters. This value shall be established by the superintendent based on actual wastewater treatment costs which shall be revised from time to time as necessary.

3. Quantitative measurement of surchargeable parameters. The measurement of the surcharge parameters (BOD, COD, TSS, ammonia and FOG) shall be based on monthly monitoring reports furnished to the City by Georgia Southern University; Herty AMDC. The City reserves the right to conduct sampling of pretreated wastewater for the purpose of determining surchargeable parameters. In the event that the City conducts sampling for this purpose, it will be conducted as follows:

a. The City shall sample and test the user as provided in the agreement not more than two times per year, except that the duration of the sampling to determine surcharge shall be for a period of not less than five calendar days.

b. The City need not provide any prior notice to the industry with regard to the sampling period.

c. If, in the opinion of Georgia Southern University; Herty AMDC, the samples taken by the City are not representative of the user's typical wastewater, then Georgia Southern University; Herty AMDC may request up to two additional re-samplings. Georgia Southern University; Herty AMDC will be assessed a fee by the City which will be based on the actual costs to the City associated with re-sampling. The City may, but is not required to, provide Georgia Southern University; Herty AMDC with prior notice of the entry. In the event of re-sampling, Georgia Southern University; Herty AMDC will be entitled to receive a split sample for independent testing.

4. The volumes of flow used in computing wastewater surcharges shall be based upon metered water consumption as shown in the records of meter reading maintained by the City water department.

5. Where a discharge causes harm or is perceived to cause harm to the treatment works in violation of this agreement, the superintendent may void any rights to surcharge for high strength wastes and proceed with any enforcement.

ARTICLE VIII

1. All notices which may be given hereunder shall be made in writing and sent by certified mail, return receipt requested, by United States Mail to the parties hereto at the following addresses:

If to the City: City Manager
100 Central Avenue
Garden City, GA 31405

If to Georgia Southern University; Herty AMDC: Plant Manager
110 Brampton Road
Savannah, Georgia 31408

2. Effective dates for such notices shall be the date of personal delivery or the third day after the date that the same are deposited in the United States Mail, properly addressed, with postage prepaid.

ARTICLE IX

1. Georgia Southern University; Herty AMDC shall at its sole expense be responsible for all expenses associated with installation, operation, and maintenance of pretreatment facilities, monitoring equipment, pipelines, and other facilities necessary to facilitate discharge and future monitoring of Georgia Southern University; Herty AMDC's pretreated industrial wastewater into the City's sewerage system. It is understood that Georgia Southern University; Herty AMDC will own, operate and maintain its private sewage forcemain and facilities up to the connection point where these private systems connect to the City owned sewer system within the Main Street right of way at 153 Main Street, Garden City, Georgia 31408. The City shall have no further obligation other than receiving the wastewater at the connection point to the City's POTW.

2. Notwithstanding anything herein to the contrary, Georgia Southern University; Herty AMDC will comply with all regulations, rules and ordinances adopted by the City and applied to other similar users governing the disposal and characteristics of all waste entering the City's sewerage system.

ARTICLE X

1. This Agreement shall bind and benefit the respective parties, but shall not otherwise be assignable in whole or in part by either party without first obtaining written consent of the other, which written consent will not unreasonably be withheld.

2. This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Georgia, Garden City, and of any other regulatory body having jurisdiction.

3. Notwithstanding any other provision in this Agreement, in the event that during the term of this Agreement the continued treatment of Georgia Southern University; Herty AMDC's wastewater shall cause the WPCP to violate applicable water pollution regulations (whether presently in effect or as hereinafter modified), or in the event of a continued default or failure of Georgia Southern University; Herty AMDC to comply with the terms of this Agreement after receiving notice of a default or noncompliance and failing to cure same within 15 days thereafter

(or within a reasonable time if the default or noncompliance is curable and of a nature which cannot with due diligence be cured within 15 days, but measures are immediately taken to cure the default or noncompliance and are diligently pursued to completion), the City shall have the right to terminate this Agreement immediately, in which event Georgia Southern University; Herty AMDC shall indemnify and hold the City harmless from any and all expense or damage resulting from the termination of the Agreement and all expense or damage resulting from the default or failure of Georgia Southern University; Herty AMDC to comply with this Agreement. The City shall have authority in such event to immediately disconnect Georgia Southern University; Herty AMDC's sewer system from the City's system. If it is determined that discharges from Georgia Southern University; Herty AMDC facilities are creating a toxic condition at the WPCP, the City shall have the right to temporarily discontinue wastewater service to Georgia Southern University; Herty AMDC until the toxic conditions are resolved to the satisfaction of the City.

4. Nothing herein shall be construed to give any right whatsoever to Georgia Southern University; Herty AMDC in the manner in which the City operates the sewerage system or its WPCP nor shall this Agreement in any way affect the City's right to adopt ordinances, rules, regulations, statutes and codes governing its sewerage system or the WPCP, and services and charges related thereto.

5. Nothing in this Agreement shall be construed as preventing the City from entering into agreements with others for the acceptance of sewer and industrial wastewater.

6. Georgia Southern University; Herty AMDC shall fully protect, indemnify, and hold harmless the City, its elected and appointed officials, and employees, from any and all damages, costs and expense (including reasonable attorney's fees) of any nature whatsoever which the City may suffer or incur as a result of Georgia Southern University; Herty AMDC's operation of its pretreatment facilities, the discharge of its industrial wastewater into the City's system, or Georgia Southern University; Herty AMDC's failure to abide by the terms, conditions, and covenants of this Agreement.

7. The parties agree that if any provision of this instrument shall be held invalid for any reason, the remaining provisions shall not be affected if the remaining provisions continue to conform with the requirements of applicable law.

IN WITNESS WHEREOF, this instrument has been executed in duplicate originals for and on behalf of Georgia Southern University; Herty AMDC its duly authorized officer, attested by its secretary and affixed with its corporate seal, and Garden City, Georgia, has caused these presents to be executed by its City Manager, attested by the Clerk of Council and affixed with its seal, all as of the day and year first above written.

**GEORGIA SOUTHERN UNIVERSITY
HERTY ADVANCES MATERIALS
DEVELOPMENT CENTER**

SEAL

By: _____
Alexander A. Koukoulas, Ph.D.
President & CEO

Attest: _____
Richard Robbins
Plant Manager

GARDEN CITY, GEORGIA

SEAL

By: _____
Ronald A. Feldner
City Manager

Attest: _____
Rhonda Ferrell
Clerk of Council

Attachments:

Exhibit A - Industrial Pretreatment Permit No. GAP050302 January 11, 2017

Exhibit B – Garden City Pretreatment Parameter Discharge Limits

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, is needful of purchasing an air handler unit to replace the current unit in its City Hall facility which is no longer operable; and,

WHEREAS, the City solicited competitive bids by public notice for the purchase and installation of such air handler unit in place of the inoperable unit; and,

WHEREAS, the bids which were submitted for the work before the advertised deadline were those of Coastal Air Technologies, Inc., for \$72,450.00; Wares Mechanical for \$109,000.00; Air Management Systems, Inc., for \$114,938.00; and of Mock Plumbing and Mechanical for \$119,953.00; and,

WHEREAS, the City's engineer, Chatham Engineering Company, LLC, has recommended that the City accept the low bid of Coastal Air Technologies, Inc., for the above-stated amount, and enter into a contract with the bidder, having determining through due diligence that the bidder is both qualified and responsible, and that the bid price is both fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the bid of Coastal Air Technologies, Inc., to sell and install an air handler unit in place of the inoperable unit located in the City's City Hall facility at the price of \$72,450.00 be accepted, and that a contract for the purchase and installation of the new unit in place of the old unit be negotiated and entered into between the City and the successful bidder.

BE IT FURTHER RESOLVED, that the purchase price for the unit and installation work be funded through the City's General Operating Fund which has budgeted the amount of \$80,000.00 for the replacement project.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the contract for the purchase and installation of the air handler unit as well as all other documents associated therewith in the name of the City, with the City Clerk's attestation to said Manager's signature.

ADOPTED AND APPROVED this 19th day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this 19th August, 2019.

DON BETHUNE, Mayor

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to enter into a contract to pay the amount of \$24,980.40 to D&R Utility Construction for the purchase and installation of three (3) specialized 6-inch "InsertaValves" and one (1) specialized 10-inch "Inserta Valve" which, upon installation at four (4) locations on Minus Avenue, Aviation Court, Big Hill Road, and Rommel Avenue along the existing water main, shall perform as water control devices with effective shut-offs to stop the flow of water to different segments of the water main so that such segments may be inspected for needed repairs, said valves being capable of being installed without any interruption of water service and providing a full unobstructed full flow waterway after installation; and,

WHEREAS, D&R Utility Construction is the sole source of Inserta Valves in the area and possesses the capabilities and equipment to successfully perform the installation work based on the successful results of the company's work on similar local government projects; and,

WHEREAS, the City is not required to adhere to the advertising and competitive procurement requirements of its Purchasing Manual where, as here, there is only one legitimate provider of a specialized service item such as the Inserta Valve;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Garden City, Georgia, that a contract for the purchase and installation of three (3) specialized 6-inch "Inserta Valves" and one (1) specialized 10-inch "Inserta Valve" be awarded to D&R Utility Construction for the price of \$24,980.40 with provisions set forth therein addressing any legitimate change orders or work plan modifications which may arise due to unforeseen/unanticipated field conditions, said contract price being funded as a budgeted operating expense under the City's FY2019 Water and Sewer Fund budget.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the contract in the name of the City, with the Clerk of Council's attestation to said Manager's signature.

ADOPTED AND APPROVED this ____ day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this ____ day of August, 2019.

DON BETHUNE, Mayor

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENGAGE THE SERVICES OF BRENNAN JONES ENGINEERING ASSOCIATES, LLC, FOR THE PROVISION OF ENGINEERING SERVICES IN CONNECTION WITH THE REPLACING THE EXISTING DRUM SCREEN HEADWORKS EQUIPMENT AT THE CITY'S WATER POLLUTION CONTROL PLANT; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE A WORK ORDER FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, is desirous of engaging the engineering services of Brennan Jones Engineering Associates, LLC, pursuant to the City's June 3, 2013, service agreement with the engineering firm, to assist it with the replacement of the existing drum screen headworks equipment at the City's Water Pollution Control Plant ("WPCP"); and,

WHEREAS, a recent visual study conducted at the WPCP discloses the need to install two (2) new drum screens and a grit removal system, as well as the need to enlarge the headworks structure to accommodate the installation of the grit removal system; and,

WHEREAS, City has established a construction budget of between \$450,000.00 and \$650,000.00 for installing just the two (2) new drum screens, with the expectation of increasing the scope of work and budget based on several factors that will be assessed by the engineering firm during the planning stage of the project; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, has offered to develop project plans for approval by the Environment Protection Division of the Georgia Department of Natural Resources no later than October 30, 2019, to solicit bids for the work on or about December 3, 2019, to evaluate the contractor proposals, and to provide construction administrative services for the project work which is anticipated to begin on or about February 3, 2020; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, is well-qualified to provide such services, having been previously engaged on a number of projects involving the WPCP; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, has submitted a work order for such services at a fee of \$58,500.00, which work order is more than adequate with respect to both scope and price, a copy of said work order being attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Garden City, Georgia, and it is hereby resolved:

1. The Mayor and Council of Garden City, Georgia, shall engage the professional engineering services of Brennan Jones Engineering Associates, LLC, to develop plans, solicit and evaluate contractor bids, and provide construction administrative services for replacing the existing drum screen headworks equipment at the City's Water Pollution Control Plant.
2. The City Manager is hereby authorized to execute, on behalf of the City, the work order attached hereto as Exhibit "A" defining both the scope and establishing the engineering fee of \$58,500.00 for the performance of such services which shall be

carried out pursuant to the City's June 3, 2013, service agreement with the engineering firm.

The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this 19th day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of August, 2019.

DON BETHUNE, Mayor

Work Order

Brennan Jones Engineering Associates, LLC

7513 Mason Falls Dr., Winston, Georgia 30187
(p) 770.688.5148 (f) 770.577.0300

To:	Mr. Ronald Feldner, P.E., City Manager	Date:	August 7, 2019
Company:	City of Garden City	From:	Brennan D. Jones, P.E.
Address:	100 Central Avenue Garden City, GA 31408	Copy:	
Project:	Headworks Improvements Garden City WPCP, Garden City, Georgia	Ref. #	10001.23
		WO #	009

SCOPE OF SERVICES

Background Information

Brennan Jones Engineering Associates, LLC (BJEA) has prepared this Work Order (WO) in accordance with our Agreement for Services dated June 3, 2013.

Project Description

The City plans to replace the existing drum screen headworks equipment at the Water Pollution Control Plant (WPCP). The drum screen removes solid materials from raw wastewater prior to biological treatment. Typically, headworks facilities include screening equipment and grit removal systems. Garden City WPCP does not have a grit removal system. During normal operating conditions a grit removal system following raw wastewater screening will prevent accumulation of sand and grit materials in the aeration basins. Therefore, the addition of a grit removal system or the planning for the addition of a grit removal system is recommended in conjunction with the replacement of the drum screen equipment. The existing drum screen is approximately 20-years old and requires excessive maintenance to keep the equipment in operation. Equipment such as this typically has a service life of 10-15 years with proper maintenance. The existing equipment is heavily corroded as a result of hydrogen sulfide. The WPCP only has one drum screen and a bypass channel. However, the manual screening equipment in the bypass channel has been removed and is inoperable and no longer provides proper raw wastewater screening as a back up to the drum screen equipment. The headworks process is essential for proper WPCP operations. Failure of the drum screen can result in wastewater spills, accumulation of excessive solids build-up in the aeration basins and throughout the other processes at the WPCP, which could result in a violation of the NPDES permit as well as fines being levied by the Georgia EPD. Due to the nature of the headworks drum screen equipment, redundancy is required to provide reliability and to allow for maintenance while keeping the raw wastewater screening system in operation. The design will require the either a temporary screening system to be used or maintaining the current drum screen in operation during construction.

The project will involve the design, permitting, bidding and construction for an addition to the headworks area of the WPCP. The design will include installation of two new drum screens, enlargement of the headworks structure to accommodate a grit removal system. The drum screens will be raised by several feet to allow for hydraulic gradient to accommodate a grit removal system. If sufficient budget is available a grit system will be included with the drum screen equipment.

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Brennan Jones Engineering Associates, LLC

7513 Mason Falls Dr., Winston, Georgia 30187
(p) 770.688.5148 (f) 770.577.0300

The anticipated budget for the project is in the range of \$450,000 to \$650,000 if the project only requires installation of a new drum screen. The final scope of work will be dependent on several factors that will be assessed as part of the detailed design process that will be undertaken through this Work Order.

The following tasks outline the services proposed by BJEa for this project:

Task 1 – Design and Permitting:

Design: BJEa will design improvements and prepare construction plans and specifications required for construction of Garden City WPCP Headworks improvements. Engineering design of the new facilities will include civil site and piping plans, building/structure expansion plans, mechanical design for the Drum Screen and Grit Removal systems and appurtenant equipment, conveyor, pumps, piping, valves, and electrical engineering design. BJEa will prepare Contract Documents and Technical Specifications for the project, which will allow for procurement of the project through a public bidding process.

BJEa will use subconsultants Wiggins Engineering Services, Inc. and Lumsden Engineering, PC for structural engineering design and electrical engineering design respectively.

BJEa will submit 75% complete plans to Garden City staff for review and concurrence. Our fee assumes that only one revision of the design plans will be required based on Garden City and regulatory review comments.

Regulatory Plan Approvals: BJEa will submit completed construction plans and specifications for review and approval to the regulatory agency responsible for plan approval (i.e., Georgia Environmental Protection Division). The following items will be required for EPD approval:

- Headworks Improvements Plans and Specifications
- Erosion Sedimentation and Pollution Control Plan (if required)

Task 2 – Bidding & Preliminary Construction Phase Services

BJEa proposes to perform bidding and preliminary construction phase services including the following activities:

Bid Phase Services

- Preparation of construction contract documents for bidding
- Provide the advertisement to bid to Owner for local advertisement in paper
- Reproduce and distribute bid documents to plan advertisement companies and bidders
- Conduct pre bid conference
- Interpretation of bid documents and issue addenda as required
- Attend and conduct the bid opening
- Evaluate bids and provide recommendation for contract award

Preliminary Construction Phase Services

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Brennan Jones Engineering Associates, LLC

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- Preparation of contract documents (Agreement, Performance Bond, Payment Bond, etc.) for execution by City and Contractor
- Conduct Pre-construction Conference

Task 3 – Construction Administration and Inspections (Hourly)

BJEA will assist Garden City with Construction Administration and Inspections on an hourly plus expense basis. Construction Administration and Inspection Services may include but are not limited to the following activities:

- Receive and review submittals
- Provide interpretations of plans and specifications
- Review of contractor payment applications and recommendations for payment to the Owner
- Periodic on-site construction observation and inspections
- Conduct substantial completion inspection and preparation of construction deficiency list
- Conduct final completion inspection
- Witness equipment start-ups and review warranties for equipment
- Provide a recommendation for final acceptance
- Preparation of Contract Close-out Documents including Release of Liens and other documents
- Preparation of record as-built drawings
- Following completion of construction, conduct 11-month warranty inspection of project to ensure that all warranty-related issues have been resolved

DELIVERABLES

BJEA will provide deliverables appropriate for the assignment and as agreed to with the client. For this assignment, deliverables will include Construction Plans, Contract Documents and Technical Specifications (i.e., plans and specifications). Construction Plans for the project will be prepared on ANSI size D (22"x34") sheets and Contract Documents and Technical Specifications Manual will be printed and bound ANSI size A (8 1/2" x 11") paper.

Two copies of plans and specifications will be submitted to the City for final review and two copies of plans and specifications will be submitted to EPD for review and approval. Following EPD approval two EPD approved bid ready sets of plans and specification will be submitted to the City. BJEa will distribute plans and specifications to general contractors for construction bidding. BJEa will also distribute one electronic copy of plans and specifications to the City on a CD in Adobe Acrobat "pdf" format, for City records and reproduction. In addition to the above, three copies of plans and specifications will be prepared for use by the contractor.

SCHEDULE

Every effort will be made to submit plans and specifications to EPD by October 30, 2019. Assuming EPD takes no longer than 30 days to approve the plans and specifications, the project will

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Brennan Jones Engineering Associates, LLC

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be advertised for construction on or about December 3, 2019 with the bid opening scheduled for January 14, 2020. Construction is anticipated to begin on or about February 3, 2020.

ENGINEERING FEE

All services will be performed on a Lump Sum basis in accordance with the Fee Schedule below. BJEa will submit a detailed invoice on a monthly basis for services completed during the previous monthly period.

Task Description	Fee
Task 1 – Design and Permitting	\$45,500.00
Task 2 – Bidding & Preliminary Construction Phase Services	\$5,500.00
Task 3 – Construction Administration/Inspections (As-Directed)	\$7,500.00 (Hourly)
Total	58,500.00

If Garden City requires additional services, which are not outlined in the Scope of Services herein, BJEa will provide those services in accordance with the Agreement for Engineering Services 2013 Unit Rate Schedule. A scope and budget for additional services would be prepared and approved by Garden City prior to us performing additional services.

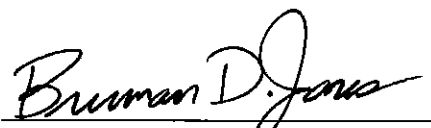
BJEa will invoice the City of Garden City monthly on a percent complete basis as determined by the Engineer.

AUTHORIZATION

The scope of services outlined herein will be performed in accordance with the Terms and Conditions in our Agreement for Engineering Service dated June 3, 2013. As our authorization, please sign in the space provided below.

CONSULTANT
BRENNAN JONES ENGINEERING
ASSOCIATES, LLC

OWNER
CITY OF GARDEN CITY, GEORGIA

By 
Brennan D. Jones, P.E.
Title Principal

By _____
Ronald Feldner, P.E.
Title City Manager

Date 8/7/2019

Date _____

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENGAGE THE SERVICES OF BRENNAN JONES ENGINEERING ASSOCIATES, LLC, FOR THE PROVISION OF ENGINEERING SERVICES IN CONNECTION WITH THE UPGRADE OF THE CITY'S THIRD STREET/HIGHWAY 80 PUMP STATION EQUIPMENT; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE A WORK ORDER FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, is desirous of engaging the engineering services of Brennan Jones Engineering Associates, LLC, pursuant to the City's June 3, 2013, service agreement with the engineering firm, to assist it with the upgrade of the Third Street/Highway 80 pump station equipment and structures; and,

WHEREAS, a recent visual study conducted on the pump station discloses the need to replace the control panel and the piping and valves, to renovate the wet well (including the patching of holes in the precast structure), to replace guide rails and base elbows for the pump equipment, and to facilitate access to the pump station by replacing the fence and access gate and adding a concrete pad and driveway apron; and,

WHEREAS, City has established a maximum construction budget of \$100,000.00 for the project work and has required that the work be completed in 45 days; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, has offered to develop plans for the work, to solicit and evaluate proposals from qualified contractors to perform the project within the above-mentioned budgetary and time constraints, and to provide construction administrative services for the project; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, is well-qualified to provide such services, having been previously engaged on a number of projects to assist with rehabilitating the sewage equipment in the City; and,

WHEREAS, Brennan Jones Engineering Associates, LLC, has submitted a work order for such services at a fee of \$8,500.00, which work order is more than adequate with respect to both scope and price, a copy of said work order being attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Garden City, Georgia, and it is hereby resolved:

1. The Mayor and Council of Garden City, Georgia, shall engage the professional engineering services of Brennan Jones Engineering Associates, LLC, to develop plans, solicit and evaluate contractor bids, and provide construction administrative services for upgrading the City's Third Street/Highway 80 pump station equipment and structures within a forty-five (45) day period at construction costs not to exceed \$100,000.00.
2. The City Manager is hereby authorized to execute, on behalf of the City, the work order attached hereto as Exhibit "A" defining both the scope and setting the engineering fee of \$8,500.00 for the performance of such services which shall be

carried out pursuant to the City's June 3, 2013, service agreement with the engineering firm.

The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this 19th day of August, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 19th day of August, 2019.

DON BETHUNE, Mayor

Work Order**Brennan Jones Engineering
Associates, LLC**

7513 Mason Falls Dr., Winston, Georgia 30187
(p) 770.688.5148 (f) 770.577.0300

To:	Mr. Ronald Feldner, P.E., City Manager	Date:	August 7, 2019
Company:	City of Garden City	From:	Brennan D. Jones, P.E.
Address:	100 Central Avenue Garden City, GA 31408	Copy:	
Project:	Third St at Hwy 80 Pump Station Upgrade Garden City, Georgia	Ref. #	10001.24
		WO #	010

SCOPE OF SERVICES**Background Information**

Brennan Jones Engineering Associates, LLC (BJEA) has prepared this Work Order (WO) in accordance with our Agreement for Services dated June 3, 2013.

Project Description

The Third St/Hwy 80 pump station equipment and structures are in need to upgrades due to age and condition. The existing pumps are in good condition and they will be re-used. Recommended improvements include replacement of the control panel, piping and valves, wet well renovation including patching holes in the precast structure, replacement of guide rails and base elbows for the pump equipment. The valve pit is in such disrepair that it needs to be demolished and replaced. In addition to pump equipment, the project will include replacement of the fence and access gate and the addition of a concrete pad and driveway apron to facilitate access to the pump station site.

The operator has indicated that they would prefer the valves to be installed in an above grade setting to allow for elimination of the valve pit structure and eliminate a confined space. This request will be considered based on available budget.

A maximum construction budget of \$100,000 has been established for this project.

BJEA has developed the scope of work based on our understanding of the project as well as discussions with City staff. The following tasks outline the services proposed by BJEa for this project:

Task 1 – Design:

Design: Plans will be developed from field measurements with assumed elevations. BJEa will design improvements and prepare construction plans and specifications required for construction of Third St/Hwy 80 Pump Station improvements. Engineering design of the new facilities will include civil site and piping plans, piping, valves, and electrical engineering. BJEa will prepare Contract Documents and Technical Specifications for the project, which will be used for solicitation of proposals from contractors.

BJEA will use subconsultant Lumsden Engineering, PC for electrical engineering design for electrical engineering design for the project.

Task 2 – Contractor Solicitation

BJEA will solicit proposals from qualified contractors and evaluate proposals received. The following are activities associated with this task:

- Solicit proposals from a minimum of three qualified contractors. As part of this activity, we will provide plans and specifications for the work to the contractors. It is anticipated that we will negotiate with contractors as necessary to bring the project into the required budget.
- Evaluation of proposals and recommendation for contract award.
- Preparation of contract documents (Agreement, Performance Bond, Payment Bond, etc.) for execution by City and Contractor.

Task 3 – Construction Administration Services

Construction Administration include but are not limited to the following activities:

- Conduct Preconstruction Conference
- Receive and review submittals
- Receive and review submittals
- Provide interpretations of plans and specifications
- Review of contractor payment applications and recommendations for payment to the Owner
- Provide periodic on-site construction observation (approximately once per month during construction phase)
- Witness equipment start-ups and review warranties for equipment
- Conduct substantial completion inspection and construction deficiency list
- Conduct final completion inspection
- Preparation of record as-built drawings
- Provide a recommendation for final acceptance
- Preparation of Contract Close-out Documents including Release of Liens and other documents

DELIVERABLES

BJEA will provide deliverables appropriate for the assignment and as agreed to with the client. For this assignment, deliverables will include Construction Plans, Contract Documents and Technical Specifications (i.e., plans and specifications). Construction Plans for the project will be prepared on ANSI size B (11"x17") size sheets and Contract Documents and Technical Specifications Manual will be printed and bound ANSI size A (8.5"x11") paper.

BJEA will distribute plans and specifications to general contractors to solicit proposals for the work. BJEa will also distribute one electronic copy of plans and specifications to the City on a CD in Adobe Acrobat "pdf" format, for City records and reproduction.

Work Order

Brennan Jones Engineering Associates, LLC

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SCHEDULE

It is anticipated that design services and contractor proposal solicitation will be completed within 45 days. Construction of improvements will proceed immediately after the contractor has been selected and has executed contracts for the work.

ENGINEERING FEE

All services will be performed on a Lump Sum or Hourly plus expense basis in accordance with the Fee Schedule below. BJEa will submit a detailed invoice on a monthly basis for services completed during the previous monthly period.

Task Description	Fee
Task 1 – Design	\$5,000.00 (L.S.)
Task 2 – Contractor Solicitation	\$2,000.00 (L.S.)
Task 3 – Construction Administration Services	\$1,500.00 (Hourly)
Total	\$8,500.00

The above fee schedule includes anticipated expenses for copies, travel, etc., associated with design and construction administration services.


If Garden City requires additional services, which are not outlined in the Scope of Services herein, BJEa will provide those services in accordance with the Agreement for Engineering Services 2019 Unit Rate Schedule. A scope and budget for additional services would be prepared and approved by Garden City prior to us performing additional services.

BJEa will invoice the City of Garden City monthly on a percent complete basis as determined by the Engineer.

AUTHORIZATION

The scope of services outlined herein will be performed in accordance with the Terms and Conditions in our Agreement for Engineering Service dated June 3, 2013. As our authorization, please sign in the space provided below.

CONSULTANT
BRENNAN JONES ENGINEERING
ASSOCIATES, LLC

By 
Brennan D. Jones, P.E.
Title Principal

Date 8/7/2019

OWNER
CITY OF GARDEN CITY, GEORGIA

By _____
Ronald Feldner, P.E.
Title City Manager

Date _____